

The complaint

Mr O complains that Santander UK plc ignored his requests for information about his mortgage.

What happened

Mr O has an interest-only mortgage with Santander. He took it out in 2004 over a term of 20 years, so the term ends this year.

In May 2023 Mr O contacted Santander because he couldn't afford his monthly mortgage payments. He and Santander agreed to reduced payments for two months. Mr O then sent a letter to Santander by recorded delivery, saying:

I agree to pay anything I lawfully owe.

Under the condition that you provide me with in writing:

1. Full Disclosure.
2. Equal Consideration.
3. Lawful Terms and Conditions.
4. All Signatures of Both Parties.

Please reply within 14 Days. Failure to reply with substance will mean that the Dept [sic] has been Dissolved.

Mr O says he didn't get a reply from Santander, and so he sent a further five letters by recorded delivery over the following few months. He also stopped paying his mortgage, and made a complaint.

Santander said it had received Mr O's letters and it had sent him some information about his mortgage in June 2023. It thought it had dealt with the points he had raised but said it would try to resolve any remaining concerns if he explained what those concerns were. It later sent Mr O further information about his mortgage and said it didn't have any documents from 2004 with 'wet signatures' on because Mr O had taken out his mortgage through a broker and all the documents had been scanned onto its system (rather than originals having been retained). It accepted it hadn't replied to all of Mr O's letters and sent him £100 by way of apology.

Mr O referred his complaint to the Financial Ombudsman Service. He said Santander still hadn't given him the information he had asked for.

Our Investigator ultimately concluded that Santander had sent Mr O the information it had about his mortgage and that the £100 it had paid Mr O for the impact of its poor service was reasonable. She didn't recommend Santander do any more to put things right.

Mr O didn't accept that conclusion and said he had only stopped paying his mortgage because Santander didn't provide the information he asked for. He still wanted the original mortgage offer. He also said that Santander had refused to reply to him in writing.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It appears that Mr O may be seeking to question the validity of his mortgage contract with Santander. But there doesn't appear to be any dispute that he took out the mortgage or that he has taken new interest rate products on the mortgage with Santander a number of times in the last 20 years. I don't consider that it would be fair or reasonable to say that Santander should treat Mr O's mortgage debt as dissolved because it didn't reply to all of his letters within the two-week timescale Mr O stipulated or because it didn't send him all the information he thought it should have, or in the particular format he wanted.

Santander has accepted that there were some shortcomings in its service because it failed to reply to all of Mr O's letters. It has apologised to Mr O and sent him £100 by cheque, which I understand Mr O has cashed. I think that represents a fair amount of compensation for the inconvenience and upset Mr O was caused because he didn't get replies to all of his letters and he felt he had to write again. But I find no basis on which I can fairly require Santander to do or pay any more than that to resolve this complaint.

I'm satisfied that Santander has sent Mr O various pieces of information about his mortgage, including the application, signed declaration, offer and terms and conditions from 2004. It has explained to Mr O why it can't send him documents with 'wet signatures' on, and invited him to let it know if he has particular concerns about his mortgage so that it can try to resolve them. It has also responded to him in writing as he asked.

Mr O has mentioned data protection legislation and, as our Investigator explained, he can contact the Information Commissioner's Office to report a breach if he considers there to have been one and if he wishes. I've considered everything Mr O has said in this complaint, including about his rights in law, but Santander can't send him documents which it doesn't have. If Mr O is unclear about any aspect or particular terms of his mortgage, I think it's for him to ask Santander.

I understand that Mr O has now repaid the arrears that accrued on the mortgage when he stopped paying, and has discussed his financial situation with Santander. I hope the parties are able to reach an agreement for repayment of the mortgage, although I note that Mr O has told us Santander hasn't been helpful. If he's unhappy with how Santander has treated him in these discussions he may be able to complain about that separately.

My final decision

My final decision is that Santander UK plc has done enough to put things right. I make no order or award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 23 April 2024.

Janet Millington
Ombudsman