

The complaint

Miss M complains that Bank of Scotland plc failed to provide her with copies of mortgage statements, despite several requests.

To put matters right Miss M said she wanted Bank of Scotland to provide her with the statements she had requested.

What happened

Miss M holds a mortgage with Bank of Scotland. The mortgage is in arrears. In early 2023, Miss M contacted Bank of Scotland, and the solicitors acting for it, several times requesting copies of her mortgage statements.

In its response to Miss M's complaint about its failure to provide her with copies of the mortgage statements, Bank of Scotland acknowledged that there had been a delay in sending the statements to Miss M. It apologised for this failing on its part. It said it had asked the solicitor acting for it to send the statements to Miss M. But it said it was not willing to put a hold on the possession proceedings due to its failure to send copies of the mortgage statements any sooner. It said:

Since the mortgage started, we've kept you updated on your mortgage by sending you an annual mortgage statement. Therefore, I cannot agree that you've not been in receipt of how your mortgage stood.

Miss M was not satisfied with Bank of Scotland's response. Our investigator considered the complaint and having done so, she said she felt Bank of Scotland should pay Miss M £200 for its failure to respond promptly to her request for copies of her mortgage statements.

She noted that Miss M had said she felt the delay in providing the statements meant she was not informed about her account status. Our investigator said she thought Miss M would have been aware of the status of her mortgage account as the records available showed that she had spoken to Bank of Scotland on a number of occasions about her mortgage and the arrears on the account. She also noted that Miss M would have received annual mortgage statements from Bank of Scotland. In view of this, she said she didn't think the delay in sending copies of the mortgage statements to Miss M had significantly impacted her.

Bank of Scotland said it accepted our investigator's view. Miss M did not accept our investigator's view and raised a number of new points relating to the validity of her mortgage. Miss M also said Bank of Scotland had previously offered to pay her £250 in connection with this complaint.

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.

I am mindful that Miss M has brought several complaints to this service about her mortgage

with Bank of Scotland. This decision only addresses the complaint Miss M referred to this service in April 2023.

In this complaint Miss M said:

I am writing to you regarding my mortgage account with the Bank of Scotland...I wish to bring to your attention the repeated failure of the Bank of Scotland to provide me with mortgage statements despite my continuous requests. I believe that my account has been capitalised on a monthly basis and yet, the Bank of Scotland has failed to provide me with adequate financial information as regards this account, thereby infringing on principle 6 and 7. Despite contacting the Bank of Scotland several times, I have received no response from them, and this has caused much concern and anxiety for me.

As you are well aware, it is the right of any customer to have access to accurate financial information pertaining to their accounts. The Bank of Scotland has therefore failed in its responsibilities, and this has caused me great inconvenience and stress. It is my belief that the Bank of Scotland is in breach of its fiduciary duty and is not acting in the best interests of its customers. I would therefore request that you investigate the matter and ensure that the Bank of Scotland provides me with the requisite mortgage statements immediately.

I understand that the solicitor acting for Bank of Scotland provided the copy statements to Miss M in May 2023.

I accept that the delay in providing the copy statements caused Miss M avoidable worry and inconvenience. I can see that Miss M chased Bank of Scotland several times about this matter in March 2023. As Miss M's mortgage was in arrears and this was causing her considerable worry, I think Bank of Scotland should have done more to ensure that Miss M received the copy statements promptly.

However, like our investigator, I do think that Miss M would have been aware of the status of her mortgage account as the records available show that she had spoken to Bank of Scotland on a number of occasions about her mortgage and the arrears on the account. I must also take into account that Miss M would have received annual mortgage statements from Bank of Scotland. In view of this, I don't think the delay in sending copies of the mortgage statements to Miss M significantly impacted her understanding of the position of her mortgage account.

I think the £200 our investigator recommended that Bank of Scotland should pay Miss M for the worry and inconvenience it caused her when it failed to send the copy statements promptly is fair and reasonable in the circumstances of this complaint. I don't think Bank of Scotland needs to do more to address this complaint.

I note Miss M has said that Bank of Scotland has previously offered to pay her £250 in connection with this complaint. Having carefully reviewed the records available it appears Miss M is referring to an offer Bank of Scotland made in connection with another complaint relating to a Data Subject Access Request Miss M had made. The final response letter from Bank of Scotland in connection with that complaint, setting out its offer to pay £250 was dated 29 January 2024.

I am also mindful that, in her response to our investigator's view on this complaint, Miss M raised a number of new points relating to the validity of the mortgage she holds with Bank of Scotland. As these issues have not previously been raised with Bank of Scotland – and it has not had the opportunity to respond on these points – I cannot consider them as part of this complaint. I note our investigator offered to refer these issues to Bank of Scotland on Miss M's behalf. If Miss M does ask Bank of Scotland to investigate these issues, and she is

not satisfied with the response she receives from it in relation to these concerns she is, of course, free to refer the matter to this service.

However, Miss M should be aware that this service doesn't have the power to determine whether a mortgage debt is enforceable – only a court can do so.

In view of this Miss M may wish to seek independent legal advice before pursuing any action regarding the validity of the mortgage contract. That said, as I noted above, I have not considered the points Miss M has raised regarding the validity of her mortgage as part of this complaint.

My final decision

My decision is that, for the reasons I have set out above, I uphold this complaint. To put matters right Bank of Scotland plc should pay Miss M £200 for the worry and inconvenience its failure to promptly send copy mortgage statements caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 4 November 2024.

Suzannah Stuart
Ombudsman