

The complaint

Mr B complains that Santander UK Plc restricted access to his mortgage online without telling him, failed to supply mortgage statements he wanted, and then sent him statements with his ex-partners details.

What happened

This complaint deals with a joint mortgage, but in the circumstances of this case, our service has agreed to consider this complaint brought by Mr B alone.

Mr B said he was unhappy about what Santander had done to give him access to details of his mortgage account. He said he was going through a very difficult breakup with his partner. As part of this, he wanted to be able to show his lawyers details of their joint mortgage. He said Santander had blocked access to the mortgage, and he told us that meant he couldn't see historic transactions on the account. So he'd asked Santander to send him a list of transactions, but Mr B said although he kept asking for this, over a month had passed and it never arrived. Mr B said Santander told him the letters it sent were lost in the post, but Mr B said that couldn't happen this many times.

Mr B said he had asked Santander to send the transactions list by email, but it wouldn't do that. He wanted us to help.

Mr B then told us he had received some transactions in the post, but along with those, he'd also received transactions for his former partner too. And he said that Santander had also accepted it had been sending his current account statements to the wrong address.

Santander said it was sorry the letters it sent with copies of Mr B's mortgage transactions weren't received, but it didn't think that was its fault. It said these were sent on 9 February, then again on 21 February. At first Santander said it wouldn't send these by email, because they contained sensitive information, but then in mid-March, when Mr B still hadn't received the documents he needed, Santander did send this information by email.

Santander then wrote to Mr B with another apology, because when it had printed off statements manually to send him, it had also printed statements for his ex-partner, and Santander had inadvertently included those with the documents it sent to Mr B. They should have been separated off, and not sent to him. It paid Mr B £250 to say sorry for that.

Santander also said it had paid Mr B £250 for sending his current account statements to the wrong address. But Santander said this complaint was entirely separate to the issues Mr B was experiencing with his mortgage. It wanted our service to look at that separately. That's in line with our service's usual approach, so we will take this forward separately for Mr B.

Our investigator didn't think Mr B's complaint about his mortgage statements should be upheld. She said that she could see Santander had been trying to get Mr B's mortgage statements to him. She did think they'd been sent in February, and it wasn't Santander's fault they weren't received. And she said that when these letters weren't received, she thought Santander took appropriate steps, as an exception, in sending Mr B the information

he wanted by email.

Our investigator said Santander had then sent Mr B duplicate mortgage statements addressed to his ex-partner, which was clearly a mistake. But our investigator thought Santander's payment of £250 provided a fair resolution for that mistake.

Our investigator said Mr B was unhappy he didn't have full online access to his mortgage, but Santander had explained that when joint mortgage holders are separated, no online access can be provided to either party. She thought that was a fair explanation in these circumstances.

Our investigator said our service would take forward Mr B's complaint about his current account statements separately.

Mr B said he could understand why Santander had removed online access to this mortgage account, but he said that Santander should have to tell him that. He said he'd spent hours on the phone with Santander trying to get the account to work.

Because no agreement was reached, this case came to me for a final decision.

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've reached the same overall conclusion on this complaint as our investigator.

Mr B has told us that his separation from his former partner is very difficult, and ongoing. I'm very sorry to hear this. But that does make me think it was reasonable for Santander to take steps to restrict access to the online functionality of this mortgage.

Mr B has said he understood why Santander would do that, but he thought Santander should have told him about this. I can see that Santander sent a letter about restricting access to the mortgage account to the property address, on 31 May 2023. Mr B told us he moved out in July 2023. So it seems that Mr B was at this address when the letter was sent about this, and should have received this. I don't know why he didn't, but I don't think that Santander simply took no steps to inform Mr B about this change to his online mortgage functionality.

I can also see that Santander discussed the restricted online status of the account with Mr B on 21 July 2023.

If Mr B would like our service to consider a separate complaint that he got in touch with Santander to say he couldn't access this mortgage online, and it spent some hours on the phone with him trying to resolve the problem rather than tell him this account was restricted, then I do think Santander should be given a chance to comment on that before our service considers it. So I would ask him to raise that with Santander in the first instance.

Mr B then asked Santander in February 2024, for details of previous transactions and drawdowns from this mortgage. I can see that Santander tried to get him these statements, as it has shown us the documents it sent Mr B. I don't know why they didn't reach Mr B, but I haven't been able to see that was Santander's fault.

I don't think Santander just had to email Mr B's statements to him right away, because I think it's right to say that there is a security concern around this. But I'm pleased to see that after

Mr B had spent over a month trying to get these documents, Santander decided to make an exception, and send them over email.

Santander also obtained a manual printout for Mr B, as part of its efforts to get these documents to him. Unfortunately, it didn't separate out a copy of the mortgage statement with his ex-partner's details on. I do think this was a mistake by Santander, and in the wider context of Mr B's problems with post, likely to be worrying for him. I can see that Santander paid Mr B £250 to say sorry for this, and I do think this provided a fair and reasonable outcome to this part of Mr B's complaint.

I know Mr B will be disappointed, but I don't think Santander has to do more than it has done already here. And that means his complaint won't be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 October 2024.

Esther Absalom-Gough

Ombudsman