

## **The complaint**

Ms H complains that when she finally completed the process of removing her ex-partner from her mortgage with Santander UK Plc, Santander put that mortgage into the sole name of her ex-partner, not into her name.

## **What happened**

Ms H said she'd recently been through the lengthy process of having an ex-partner removed from her mortgage. She said that she'd been paying the previously joint mortgage by herself for many years.

Ms H has also shared details of the separation which I won't set out here, but which make clear why this is an extremely sensitive issue for Ms H. Ms H was therefore keen to finally have this process completed.

Ms H said on 11 July another family member who lives with her opened a letter from Santander, thinking it was addressed to them. But in fact it was addressed to Ms H's ex-partner, and it was a confirmation that the mortgage was now in the sole name of her ex-partner. She said the document contained her bank details, and all of the answers to the security questions she is asked when she calls Santander.

Ms H said she had a very sleepless night, concerned that the mortgage had been put in her ex-partner's name instead of hers. She called Santander the next day, and at first Santander said it wouldn't speak to her, as her name was no longer on the mortgage. Ms H said she persisted, and Santander called back the same day, accepting it had made a mistake, and saying this would be corrected immediately.

Ms H said Santander paid her £250 initially for the mistake, and then a further £200, but she said this didn't take account of the mistake Santander had made, its impact on her, and the possible ramifications of the error.

Santander accepted it had made a mistake here, because the mortgage ought to have been moved into Ms H's sole name, and it was initially moved into the sole name of her ex-partner. It has apologised for that, and said it put things right immediately, as well as taking steps to avoid this happening again. It also paid Ms H £250, then a further £200, as an apology.

Our investigator thought Santander's payments did provide a fair and reasonable outcome in this case. He said that Santander's initial mortgage offer, made in February 2024, was in the right name. But in July, Santander addressed a letter about the change of mortgage to Ms H's ex-partner, not to her. That letter was opened by a family member, and it contained details about the mortgage balance, monthly repayment amount, mortgage account number and partial bank account details.

This was clearly a mistake, but Santander did then act swiftly to put things right.

Our investigator said he understood Ms H had worried the letter might have been passed to

her ex-partner, but he said that didn't happen. He did understand that this would have stirred up a lot of difficult emotions, and Santander was the cause of this. But he thought that looking at our service's guidelines, the payments Santander had made recognised that Santander mistake had a serious short-term impact on Ms H. So he didn't think Santander had to pay more now.

Ms H replied, to say she was disappointed that our investigator hadn't awarded something closer to the higher end of the scale he'd mentioned, so around £750. She felt he'd minimised what happened, by not appreciating that her mortgage was put into her ex-partner's name, so she wasn't then even able to talk to Santander about her own mortgage. And she didn't think anyone but her should have seen what was in the letter Santander sent.

Our investigator didn't change his mind. He still thought Santander's offer was fair, due to the relatively short term length of the issue.

Because no agreement was reached, this case was passed 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.

I understand that Ms H's mortgage details were shared with a family member she resides with, which she said was completely inappropriate. And I also understand how upsetting it must have been, having worked hard to have this mortgage transferred into her sole name, to then find it had been transferred into the sole name of her ex-partner. So, like our investigator, I do think this had a serious impact on Ms H.

However, I also have to consider that this mistake was, as our investigator said, fortunately quite short-lived. Ms H's family member opened the letter on 11 July. Ms H was able to contact Santander the next day. And, although Santander didn't instantly recognise its mistake (because it said at first it couldn't speak to her) I can see Santander did then take this very seriously, and rectified its mistake the same day. It both spoke to Ms H and wrote to Ms H to confirm things had been put right for her, on the same day that it was told about the mistake.

So I do think Santander took this seriously, and that it has appreciated the impact of the mistake it had made. I think that's why Santander paid a total of £450 in compensation for this complaint.

I know Ms H thinks Santander should pay more, but I do think that the payment it has made does provide a fair and reasonable outcome to this complaint. Ms H may like to know that the total amount she has received is in line with what I would have awarded in this case, if these payments hadn't already been made.

I understand that Ms H will be disappointed, but I don't think Santander has to do more here than it has done already. And for that reason, Ms H's 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 Ms H to accept or

reject my decision before 1 November 2024.

Esther Absalom-Gough  
**Ombudsman**