

## **The complaint**

Miss C complains about the service she got from Santander UK Plc including not having her share allocation used to credit the mortgage, cheques not being credited to her account, an explanation as to how legal costs and arrears have been applied to the account and the delay in migrating her account to a new mortgage system.

## **What happened**

Miss C has had a mortgage with Santander and its predecessor from 1989. In the 1990s she says she was issued with £100 worth of shares and wanted to use these against arrears on the mortgage but got no response. Miss C also says that in 2017 there were three cheques of about £11,000 that were to be applied to her mortgage, but this wasn't done and she's unhappy that Santander didn't move her onto a repayment mortgage. Miss C also complains about the delay in Santander migrating her account onto the new IT system and requested it provided her information on its legal fees and charges.

I issued a decision in which I said that there were parts of the complaint I could and could not consider. My decision was that under the rules that apply to us we cannot consider Miss C's complaints about the shares not being credited to her account, or the failure by Santander to transfer Miss C's mortgage to a repayment mortgage or whether three cheques were credited to the account in 2017 as these complaints were brought outside the time limits within which we could consider those complaints or were complaints already considered by this service. But we can consider Miss C's complaints about Santander's failure to supply information about legal fees and charges being added to the account and the delay in migrating the account.

Our investigator already issued his view on these parts of the complaint. He did not recommend that they should be upheld. Miss C disagreed and asked for a review.

## **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 given consideration to the two remaining complaints that I can consider. I note that in May 2024 that Miss C said that she was unhappy with the speed at which her account was being migrated. Santander told her that it was in the process of being migrated and that credit adjustments would be done in relation to any overpayments. Things have moved on since the complaint was made and I note that the migration has taken place and during the course of the migration Santander reviewed the fees and charges. It said that although the mortgage balance included fees and charges of £31,812.00, Miss C didn't need to pay that amount back before or when the mortgage ends. This complaint is about the speed of the migration not the effect of it.

It doesn't appear to me that Miss C was negatively impacted by the speed of the migration given that Santander had given her reassurances that credit adjustments would be done in respect of any overpayments. Of course, if Miss C is unhappy with the results of the

migration on her mortgage account now she has the information, she can of course raise these concerns with Santander. I'm also satisfied that Miss C previously received statements from Santander providing her with information about the fees and charges applied. Again, following the migration, Miss C may have further queries with Santander but I'm satisfied that in relation to the two complaints that I can consider that Santander has done nothing wrong so I can't fairly uphold this complaint.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 20 February 2025.

Gerard McManus  
**Ombudsman**