

The complaint

Mr L is unhappy that Santander UK Plc said he was personally liable for a debt that wasn't his.

What happened

Mr L is the personal representative of The estate of Mrs L.

Mrs L held what was originally a joint mortgage taken out with Abbey (taken over by Santander). The mortgage, which began in 2007, was for £35,000 on an interest only basis, over a ten-year term. Thus, the mortgage came to an end in 2017.

When Mrs L passed away in 2016, the property and mortgage formed part of The estate of Mrs L. After Mrs L's passing, Mr L's close family member continued living in the property.

Mr L was granted Letters of Administration in May 2019. Santander appointed an agent (who I'll call AL) to seek repayment of the outstanding mortgage balance. Mr L complained on behalf of The estate of Mrs L that more should have been done to engage with his close family member (who was living in the property) about the situation and to generally provide support. Mr L was also unhappy that he was being threatened with legal fees.

Santander issued a Final Response Letter (FRL) dated 29 January 2020 in which it didn't uphold the complaint. It said it was sorry to hear of the issues to do with his close family member, but that this wasn't Santander's responsibility. Santander said that given the mortgage had ended in 2017 and no payments had been received, it was correct to have referred the account to litigation solicitors and that it would continue to engage with Mr L as the personal representative of the estate.

Santander said that Mr L on behalf of The estate of Mrs L could refer the complaint to the Financial Ombudsman Service, but would need to do so within six months of the date of the letter.

Mr L also raised concerns about the sale of the mortgage. Santander issued an FRL dated 04 March 2020, in which it didn't uphold the complaint. It said the mortgage had been arranged through a broker. Santander again said that Mr L could refer his concerns to the Financial Ombudsman Service, but would need to do so within six months of the date of that letter.

In February 2021, Mr L notified Santander of a change of address. Santander notified AL of this, but it looks like AL didn't update the change of address details properly.

In late 2023, AL began repossession proceedings. In early 2024, Mr L complained to AL that he'd found out from Santander that an eviction date had been set and that AL hadn't kept him in the loop with what was happening. He didn't think he should have to pay anything to move the eviction date.

AL didn't uphold the complaint. It said it had written to the address it had been provided with.

Mr L remained unhappy and referred his concerns to the Financial Ombudsman Service. We notified AL of the complaint and asked it to provide its file. It did this and said it had since found that Santander had notified it in 2021 about the change of address. It offered a total of £120 to reflect the inconvenience caused to Mr L.

In August 2024, Mr L complained to Santander that AL was saying he was personally liable for the mortgage debt. Santander upheld the complaint and apologised. It said this was a mistake, that the issue had been rectified, and that there shouldn't be any impact on Mr L's credit file. It said it was sending Mr L a cheque for £100 to say sorry and that if Mr L did find any issues with his credit file, he should let it know so that it could resolve it.

An Investigator here issued an assessment of the complaints. They said we couldn't look at the issues covered by the FRLs issued in 2020 because any referral needed to be made within six months of the letters and more than six months had passed.

The Investigator said we could consider the issues to do with the lack of contact from AL about the repossession proceedings and the issue to do with Mr L's credit file. But the Investigator thought what had been offered was enough to put things right.

Mr L didn't agree that things had been put right. He said AL's actions had caused serious safeguarding issues for his close family member. And that it wasn't fair that he was being charged solicitor fees in relation to the repossession proceedings.

The Investigator clarified that Mr L wasn't an eligible complainant in relation to the repossession proceedings and so we couldn't consider the impact of what had happened to him personally. The Investigator said that any costs were to the Estate, that Santander's responsibilities were in relation to the Estate and that the safeguarding concerns didn't relate to the Estate.

As the matter couldn't be resolved, it was passed to me to consider.

I am dealing with the issue that relates to Mr L as the eligible complainant in this decision. The issues relating to Santander's repossession of the property, including solicitor fees being added and safeguarding concerns, are being dealt with under a separate case reference. This is necessary because there is a different eligible complainant – The estate of Mrs L – for those issues.

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.

Having done so, I've reached the conclusion that the steps Santander took in response to Mr L's complaint, are enough to have put things right. It may be helpful for me to explain that although the mortgage debt relates to The estate of Mrs L, I can consider the fairness of the offer made to Mr L as an individual, because he is an eligible complainant in his own right in relation to this specific complaint point. This is because the complaint arises from Santander seeking to recover payment from Mr L as an individual.

Santander has conceded that it made an error. It apologised to Mr L and offered him £100 to say sorry for what had happened. Given this, the only thing I need to decide is whether Santander needs to do anything further, to put things right.

Mr L was understandably unhappy and upset that Santander said he was personally liable for a debt that wasn't his. He has raised concerns about the possibility of an impact on his

credit file.

The £100 offered by Santander is at the lower end of amounts that are appropriate to reflect a situation where a mistake has caused a consumer more than the levels of frustration and annoyance you might reasonably expect from day-to-day life, and the impact has been more than just minimal. And where the result of an impact lasts a few days, or even weeks, and cause some distress and inconvenience.

I consider that this fairly reflect the situation here. Santander resolved the issue in less than a month, reassuring Mr L that it had taken steps to make sure there wouldn't be any impact on his credit file. Santander also said that if Mr L discovered any issues with his credit file, if he shared details, Santander would sort things out.

All things considered, I find that Santander has done enough to put things right.

My final decision

My final decision is that I direct Santander UK Plc to pay Mr L a total of £100 in compensation for the distress and inconvenience caused to him. If Santander has already paid some or all of this amount to Mr L, it can deduct this from what it needs to pay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 13 March 2025.

Ben Brewer
Ombudsman