

## **The complaint**

Mrs P, via her representative, complains that Just Retirement Limited trading as Just (Just) allowed her husband to make drawdowns on their lifetime mortgage into his sole bank account without her consent or knowledge.

## **What happened**

Mr and Mrs P took out a lifetime mortgage with Just in 2015 after receiving advice from a mortgage intermediary. A £90,000 facility was set up with an initial drawdown of £30,600. Mr and Mrs P were then free to apply for further drawdowns up to a total of £90,000 should they wish to.

A further four drawdowns were made on the account in 2016, 2017 and two in 2018 – all to Mr P's sole bank account.

Unfortunately, Mr P passed away in 2021. Mrs P remains in the property to date.

In 2024, Mrs P's representative made a complaint to Just alleging that the four drawdowns on the account following the initial loan had been taken without her full knowledge or consent.

Just investigated the complaint and partially upheld it. It found that it did not do enough to assure itself that Mrs P was aware of and consenting to the two drawdown requests in 2018, particularly as it was aware the funds would be going directly to Mr P's sole bank account. So, it agreed to write off these two drawdowns and any associated interest. Just said it was happy that it had checked Mrs P's signatures matched for the first two draw downs in 2016 and 2017, so it did not offer to refund these amounts.

Dissatisfied with Just's response, Mrs P's representative referred her complaint to our Service. One of our Investigators reviewed the complaint and thought it should be upheld. He was not satisfied Just had followed its own processes when agreeing to release the funds to Mr P in 2016 or 2017. So, he recommended that it write off these drawdowns as well as the two Just had already agreed to refund from 2018.

Just did not respond fully to the Investigator's assessment but agreed that the case would now go to an Ombudsman for a final decision.

As the case could not be resolved informally, it has now been passed to me to decide.

## **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.

Although I've read and considered the whole file, I'll keep my comments to what I think is relevant. If I don't comment on any specific point, it's not because I've not considered it but

because I don't think I need to comment on it in order to reach the right outcome.

Just has already accepted that it should not have agreed to the two drawdowns in 2018 and has agreed to write off the transactions as well as any associated interest. I am satisfied this is a fair resolution in regard to the 2018 drawdowns, so I do not need to comment on these further in this decision.

I have considered the drawdown requests in 2016 and 2017. Alongside the information Just had at the time and its processes for agreeing to further drawdowns on an account. Having done so, I am not persuaded Just can distinguish between its failure to follow its own process in 2018 and these earlier drawdowns.

It is clear from Just's internal notes from 2016 and 2017 that Mrs P had not engaged with the drawdown requests. These appeared to come from Mr P alone and were intended to be sent to his sole bank account. There are multiple notes that show Mrs P had not signed the forms and that they had been returned without her signature on occasion and on others, with the signature in the wrong place. In calls with Mrs P, she explains she does not speak or read English very well, is unaware of the transactions or their amounts and expresses concern when she learns that they relate to withdrawing funds/equity.

In addition to the contemporaneous notes, Just has identified that it did not confirm in 2016 or 2017, that Mrs P was aware of and happy for the funds to be paid solely to Mr P. Something it says was its process in such a scenario.

Taking all of this into account, the variance in Mrs P's signatures and that Just had spoken to Mr P about not signing for his wife (to which he asked that new forms be sent rather than dispute this is what had happened) I think Just ought to have been on notice that further due diligence was required on this account.

It knew Mrs P struggled with English. The mortgage intermediary had confirmed that Mrs P had not given much input during the initial loan application and since that date it had struggled to get Mrs P to engage either over the phone or correctly on the drawdown forms. However, rather than robustly check that it had both parties consent to the further drawdowns, Just did not follow its own process to assure itself that Mrs P consented to the transaction going into her husband's sole bank account or sufficiently query the discrepancies it was noticing on the drawdown forms.

In light of this, it follows that I uphold this complaint in full.

### **Putting things right**

Just should re-work the mortgage account as if all four drawdowns had not been granted – including any associated interest.

If Mr and Mrs P made any capital overpayments to the account, it should take these into account when re-working the account and treat these as if they had been applied to the initial loan.

### **My final decision**

For the reasons given above, I uphold Mrs P's complaint against Just Retirement Limited trading as Just and direct it to compensate Mrs P as I have set out.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 22 April 2025.

Lucy Witkowski  
**Ombudsman**