

## The complaint

Mr B's complaint is about a mortgage endowment policy that was assigned to a mortgage he had with Santander UK Plc. He is unhappy that when he needed Santander to confirm to the life assurance company that it no longer had any interest in the policy, it delayed doing so.

## What happened

Mr B and his then partner took out a mortgage endowment policy with a life assurance company/product provider in 1989, which was assigned to their interest-only mortgage with Santander. The policy was in place to protect the mortgage in the event of the earlier of either of their deaths and aimed to provide a lump sum to repay the mortgage at the end of the term.

The mortgage was repaid in the 1990s following the relationship between Mr B and his partner ending. However, Mr B maintained payments to the policy until 2008/09. The policy was made paid up at that point. In 2015 Mr B's ex-partner died.

In early 2024 the product provider reminded Mr B that the policy was due to mature in August 2024. Mr B was told that Santander still had an interest in the policy and so it needed to confirm that it no longer had an interest in the policy. Mr B contacted Santander on 3 April 2024 to ask for a "letter of no further interest" (LNFI).

Santander responded to this request directly to the product provider, but it didn't include the policy number. Further attempts to get a LNFI from Santander were made but were unsuccessful. While the product provider eventually paid out the claim in January 2025 without the LNFI, Mr B is unhappy with the delays that were caused by Santander.

Mr B complained and Santander upheld the complaint. It acknowledged in a letter of 11 February 2025 that the service it had provided was not what it should have been and offered him £300 compensation. In addition, Santander calculated and paid interest at 8% simple per year from the maturity date of the policy to the date Mr B received the money from the product provider in January 2025, less tax - £674.89. Mr B was not satisfied with the amount offered and referred his complaint to this Service.

After we told Santander that the complaint had been referred to us, it increased the offer of compensation to £600. This offer was forwarded to Mr B, but he rejected it. He said that the situation caused him financial hardship and confirmed that he wanted compensation of significantly more, as he is self-employed and the time taken to try to resolve the situation had impacted his work and income. Mr B also said that the matter had caused him a lot of stress and anxiety, which had a negative impact on his health. Mr B did not provide evidence of either the impact on his business turnover or his health.

One of our investigators considered the complaint. He concluded that in the circumstances, the revised offer of £600 was fair and he did not recommend Santander do anything further.

Mr B did not accept the Investigator's conclusions. He provided a spreadsheet detailing GP appointments he had attended and the reasons for attendance, along with details of his bank

balance during the period April 2024 to February 2025 when the endowment policy proceeds reached his bank account. Mr B said that this evidenced the effect of the anxiety of his situation; the health issues it created and the knock-on effect on his business. He explained that he was severely dyslexic and so had to ask for help from family and friends to deal with the issue. No supporting evidence from his business accounts or his medical practitioners was provided.

The Investigator explained to Mr B that in order for us to consider compensating him for lost income due to the impact of the situation, he would need to provide supporting evidence to show that the effect of the stress on him was that he was unable to work to full capacity and the impact this had on his business.

Mr B responded saying that he considered the information he had provided was sufficient and he had nothing more to provide. The Investigator was not persuaded to change his conclusions and so it was decided that the complaint should be referred to an Ombudsman for consideration.

### **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.

Santander has accepted that it caused a delay in the maturity value of Mr B's mortgage endowment policy being paid. In light of this acceptance, I don't need to consider whether Santander did anything wrong. Rather, I need to determine if it needs to do more than it has, and has additionally offered, in order to put things right.

The obvious financial loss caused by the delay is that Mr B received the maturity value later than he should have. Santander has paid Mr B interest at 8% simple from the maturity date to the date he received the money from the product provider, less tax. I am satisfied that this compensated him appropriately for the lack of use of the money for that period – it is in line with what this Service would award in such circumstances.

Mr B has claimed for lost earnings, due to the stress of the situation causing him to become ill and being unable to work as he normally would, along with having to take time out to deal with Santander. He has also said that he did not receive fit notes from his medical practitioners as he is self-employed. I understand the latter point, but in order to consider such a claim I would need to see evidence from Mr B's medical practitioners evidencing his situation, the impact it had on him and that it was directly linked to the mistakes by Santander. If that was evidenced, I would need to see the impact of the time he'd had to take off – based on his business accounts, records and diaries. Mr B has provided no supporting documentary evidence of this nature and in light of that, while I know it will disappoint Mr B, I can't make an award for this reported loss.

I now turn to the matter of compensation for Mr B's non-financial loss. Mr B has explained that he found the situation stressful and I can understand that, especially given he needed support due to his neurodiversity. However, having carefully considered the matter, I am satisfied that the amount Santander has now offered is appropriate and proportionate in the circumstances.

### **My final decision**

Santander UK Plc has already paid Mr B £300 compensation and interest, and it has made an offer to pay Mr B a further £300. I am satisfied this offer is fair in all the circumstances. As

such, my final decision is that Santander UK Plc should pay a further £300 in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 12 November 2025.

Derry Baxter  
**Ombudsman**