

## The complaint

This complaint's about a mortgage Ms S held until recently with Yorkshire Building Society (YBS). The complaint is comprised of a number of issues, some of which Ms S has sought to add to the dispute after it was referred to this service following YBS' final response, which was dated 11 February 2025. The mortgage was repaid in full in June 2025.

## What happened

Our Investigator explained that he must confine his consideration of the complaint to the matters covered in the final response. He addressed those in an informal view dated 26 September 2025. I summarise the points, and the investigator's findings on them, below.

### YBS set the mortgage up with a 30-year term when it should have been 20 years

The investigator concluded this part of the complaint was time-barred under our rules, which meant he couldn't consider it.

### YBS refused to provide information following a data subject access request (DSAR) for which she paid £3

The investigator conclusions were:

- The first DSAR in 2022 wasn't acted on because YBS couldn't verify Ms S' identity.
- The second DSAR in March 2023 wasn't received by YBS.
- The third DSAR in September 2024 was responded to in October 2022.
- The fourth DSAR in November 2024 wasn't acted on because YBS couldn't verify Ms S' identity.
- YBS doesn't charge a fee for DSARs and had refunded the £3 Ms S paid by sending her a cheque.

### Ms S disputes the validity of the mortgage deed, and her signature on it

The investigator explained that the validity or otherwise of a mortgage deed was a matter for a court.

### Ms S received correspondence bearing the letterheads of other lenders owned by YBS

The investigator agreed that this was a mistake on YBS' part, but concluded that an offer of £100 compensation it had since made for the confusion it caused was fair and reasonable.

### YBS breached the Mortgage Charter by failing to support her and took legal action in July 2023 without evidence of arrears

The investigator observed that when YBS began possession action, the mortgage was over £5,000 in arrears. This meant the Mortgage Charter didn't apply to Ms S as she was already in arrears when it came into force.

YBS accepted the Investigator's conclusions, but Ms S asked for the case to be reviewed by an ombudsman. She believes we should look into everything she has complained about, including several points not listed above.

### **What I've decided – and why**

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers. In doing that, we work within the rules of the ombudsman service and the remit those rules give us. We don't replicate the work of the courts.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else.

We can't investigate complaints 'on the fly' so to speak, with parties adding new points and arguments along the way whilst our investigation is ongoing. Otherwise we risk a complaint becoming a continuously moving target that can never be concluded. I'm also mindful of the over-arching (and statutory) duty that I have to resolve complaints swiftly and with a minimum of formality. Accordingly, I have confined myself to the same subject headings the investigator used, and which I summarised above.

YBS set the mortgage up with a 30-year term when it should have been 20 years,

Section 2 of DISP sets out the jurisdiction of the Financial Ombudsman Service. It covers such things as who is bringing the complaint, what activity it's about, which business it's about and, crucially, time limits within which a consumer must raise a complaint for the first time, or refer it to this service after a business has addressed it

There's no issue on the first three aspects of our jurisdiction I referenced in the preceding paragraph. Ms S is a consumer and therefore eligible to complain to us. The subject matter of this complaint – the arrangement of a regulated mortgage – is an activity we can look into, and YBS is covered by our scheme. The problem is with the time limits in our rules.

I've looked at everything Ms S, and YBS have said about the time limits that apply to this complaint. I've also reviewed our rules.

Having done so, I'm afraid I have unwelcome news for Ms S. I agree with our investigator that we have no power to consider this complaint. I'll explain why.

The event giving rise to the complaint is the provision of the mortgage by YBS in 2004, and the subsequent further advance in 2007\*.

\*I'm aware Ms has latterly denied being aware of the 2007 further advance; it's one of the new issues I alluded to above. Ms S would need to raise a new complaint about the 2007 further advance with YBS first, and then could refer it to us if dissatisfied with the response she received. For the moment, I must approach this case from the position of the further advance being valid.

Under our rules, this part of the complaint needed to have been started either:

- within six years of the event Ms S is complaining about; or
- within three years of when Ms S was aware, or ought reasonably to have become aware, that she might have reason to complain.

A consumer knowing they have cause for complaint doesn't mean knowledge of everything that has, or may have, gone wrong, or every argument that could be made in support of a complaint. And it certainly doesn't mean thinking there might be the possibility of a complaint succeeding. It simply means awareness that something has, or might have, gone wrong, which gives rise to cause for complaint and that YBS might be to blame.

Under the first part of the above rule, Ms S needed to have started her complaint with YBS by the date in 2010 marking the sixth anniversary of YBS's decision to lend the original mortgage, and in 2013 respectively for the further advance. Ms S started this complaint in 2024, around eleven years after the second of the six-year time limits had expired.

As far as the three-year element of the time limit is concerned, it's not always easy to assess when a consumer might reasonably have known for the first time about the issue or event that they're complaining about, thus starting the three-year "clock" running. Here though, I'm persuaded I can safely identify a "trigger-point" for the three-year clock.

The rules we follow don't just require me to consider what a consumer *did* know; I have to take account of what they *ought reasonably* to have known, and *when* they should have known it. Also, Ms S didn't need to know of all potential complaint points, just that something had gone wrong.

I've considered what Ms S would have needed to know in order reasonably to have thought there were grounds for a complaint that the mortgage and further advance were lent on the wrong term. In my view, the original offer documents and annual statements would all have been sufficient to draw Ms S' attention to YBS having lent the money over 30 years from 2004, and 27 years from 2007 in the case of the further advance.

That being the case, the three-year clock on this part of the argument will have begun at the point of sale in 2004 in respect of the mortgage, which would have it expiring in 2007. As far as the further advances are concerned, I consider that the three-year clock would have begun running at the point of sale in 2007, and therefore expiring in 2010. So in neither case would the three-year limit have afforded Ms S any more time than the six-year limit.

Putting all of the above together my conclusion is that this element of the complaint was clearly raised outside both time limits. YBS hasn't consented to us considering the complaint, and to be clear it doesn't have to.

I could set aside the time limits I've outlined above if I thought exceptional circumstances had prevented Ms S from meeting it. The test I have to apply, and it *is* an onerous one, is not just whether exceptional circumstances existed, but also whether those circumstances are the reason why the complaint wasn't made in time. Nothing in any of the evidence from Ms S gives me any reason to think that test has been met. This part of the complaint is therefore time-barred and I have no power to consider it.

The remaining heads of complaint aren't caught by the time limits; I can determine them on their merits, and I do that next.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

YBS refused to provide information following a data subject access request (DSAR) for which she paid £3

I've reached much the same conclusions as the investigator did here, and for broadly similar reasons. Although Ms S was known as Mrs A when she took the mortgage out, she formally notified YBS of a change to Mrs A in 2011. More recently she had reverted to being known as Ms S, but had not let YBS know about this. Its records still showed her as Mrs A when it received the DSARs, so I don't find it all unreasonable that YBS needed to verify her identity, and to not release information where it had not been able to do so.

#### Ms S disputes the validity of the mortgage deed, and her signature on it

First of all, the investigator is right to say that only a court can determine the validity of the mortgage deed. In any event, I note that Ms S raised the same point in her defence in the court proceedings. In July 2024, the court granted a possession order, which to me indicates that the court was satisfied the mortgage deed could be relied on.

I've noted that Ms S says she's not disputing that but wants to know instead if YBS's reliance on a copy of the document rather than the original is fair treatment. Overall I think it is. Aside from anything else, Ms S has given me no reason to find that she has suffered detriment as a result of YBS' reliance on a copy of the original document. Clearly the court didn't think so either.

#### Ms S received correspondence bearing the letterheads of other lenders owned by YBS

I don't have to decide fault here; YBS has accepted it was a mistake and has offered compensation. All I therefore need to decide is if that offer is fair. In all the circumstances, I think it is. There's nothing in the arguments or evidence from either side to suggest Ms S suffered financial detriment as a result of the error. I've no doubt she was confused, and perhaps a bit anxious, to receive correspondence on the other lender's letterheads, at a time when she was already receiving similar correspondence from YBS itself. But in my view, the £100 YBS has offered is fair in all the circumstances. If YBS hadn't made the offer, I would not be awarding more.

#### YBS breached the Mortgage Charter by failing to support her and took legal action in July 2023 without evidence of arrears

The Mortgage Charter came into effect in June 2023. It was brought in specifically to ensure lenders would help borrowers who were not yet in arrears, but were at risk of becoming so. Ms S was already heavily in arrears by June 2023, having stopped making regular payments in early 2022. So the Mortgage Charter clearly doesn't apply in her case. More generally, I don't think it was unreasonable for YBS to have begun the legal action, given the scale of the arrears at the time. Whether that action should have led to a possession order being granted was matter for the court to decide, and it did that in July 2024.

#### **My final decision**

My final decision is that this complaint should fairly and reasonably be resolved by Yorkshire Building Society paying Ms S £100, unless it has already done so. I make no other order or award.

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 26 November 2025.

Jeff Parrington  
**Ombudsman**

