

## **The complaint**

Mrs W complains about a number of additional loans on her mortgage with Santander UK Plc. She says these loans were taken out by her husband without her knowledge or consent.

## **What happened**

Mrs W took a mortgage in joint names with her husband in 1999 with Santander. He has since left the country and Mrs W is no longer in contact with him. In April 2004, the mortgage was redeemed, and a new mortgage was taken out to replace this. At this point, the mortgage account consisted of four loans in total, the main mortgage, and three sub accounts. Account one was the largest loan and set up on an interest only basis, with the remaining three loans on a repayment basis.

No further loans were granted after April 2004. Although new mortgage products, such as fixed rates, were applied to the loans over the years. The mortgage term ended in 2024, and the balance became due.

Mrs W complained to Santander about the mortgage and loans in 2025 when she was contacted because of the mortgage term ending. She said she wasn't aware of the additional loans that were added to the mortgage until 2015, when her representative started assisting her. Mrs W said she's struggled to maintain the payments since this time.

Santander didn't uphold the complaint, so Mrs W referred the complaint to us. Our Investigator thought the complaint about the loans being taken without Mrs W's knowledge or consent had been brought too late under our rules for us to consider it. He considered whether an unfair relationship had been created by these loans but noted that Mrs W had been aware of the loans since 2015 and not taken any steps herself to mitigate her losses. The Investigator didn't recommend the complaint be upheld.

Mrs W disagreed with our Investigator. She says the complaint was about the loans being taken out fraudulently and that she was being forced to repay someone else's loans under threat of repossession of the property. Mrs W says she only became aware of the fraud recently when she was shown the copy of the mortgage offer by us, with a signature that she's said isn't hers. Mrs W also says she tried to complain in 2015 but wasn't able to and didn't think she had enough evidence to support her complaint.

The complaint has now been passed to me to consider and make a final decision.

## **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.

The rules under which we operate are known as the DISP rules and can be found within the Financial Conduct Authority handbook. These rules say, as far as is relevant here that unless a business consents to us looking into a complaint (and Santander hasn't) that a

complaint must be referred to us within six years of the event complained about or, if later, within three years of when the complainant ought reasonably to have become aware they had cause for complaint.

Due to the time that's passed, we don't know exactly when the loans were all taken. But we do know that a new mortgage was taken to replace all of the loans in April 2004, although they remained as separate sub accounts. Therefore, the additional loans must have been taken at some point at or before this date but after the initial lending in 1999. So, I've taken April 2004 as latest possible date of the event being complained about. This was more than six years ago, meaning it's been referred too late to us under the first part of this rule.

I've therefore gone on to consider the second point of the rule. Mrs W has told us she first became aware of the additional loans in 2015. This is more than three years ago. Had Mrs W not known about or agreed to these loans, this is the point that I believe she ought reasonably to have known she had cause for complaint. She says she didn't know they were fraudulently applied for until she saw a signature that wasn't hers in 2025. But I'm not persuaded it was only then that she became aware of cause for complaint. Regardless of what was included in the application, she knew in 2015 of the existence of loans in her name she says she had not applied for or agreed to.

Mrs W says she complained to Santander in 2015, but there's no written record of this or other record held by Santander. This also demonstrates that she knew she had cause for complaint then, and not only within the last three years. But I'm afraid this doesn't mean her complaint was made in time. Under our rules an earlier complaint can only bring a complaint within time where it was acknowledged by or recorded by Santander. Furthermore, had Mrs W raised a complaint in 2015, I'd have expected her to follow this up when she didn't receive a response. And there's no evidence she did so. Mrs W's representative has given us detailed testimony of a call he and Mrs W had with Santander in 2015. But I don't think this is sufficient evidence that means I can find this complaint was made in time, because what's required is evidence Santander acknowledged or recorded the complaint, which his testimony doesn't show.

Based on the above, I can't safely say that had Mrs W wished to make a complaint at the time to Santander, it wouldn't have accepted this. And, even if it did, she would've been able to raise the complaint with us and ask for our assistance. Mrs W's representative says he's been assisting Mrs W since this time, as well as his local law firm. I expect they would've been aware of our Service at the time and would've known Mrs W could bring the complaint to our Service had Santander refused to respond.

Mrs W's representative has said they'd not seen the signed mortgage offer from 2004 until our Investigator showed it to them. He says this is new evidence to them and is the "smoking gun" that proves that Mrs W didn't know about or agree to the additional loans. He also says that this is the first time they became aware of fraud.

Unfortunately, this doesn't have an impact on whether the complaint has been referred to us in time or not. A consumer doesn't need to know everything that may've gone wrong when raising a complaint. Or have every piece of evidence they may wish to have before bringing a complaint. They just need to know (or ought reasonably to have known) that something wasn't right.

As I've said, Mrs W was aware of these loans in 2015, and as she says she didn't agree to them or have knowledge of them, this is the point she ought reasonably to have known she had cause for complaint. The fact that she didn't refer a complaint to our Service for a further ten years means this complaint has been brought too late for us to consider under our rules.

I can set aside these time limits if the reason for the late referral of a complaint is as a result of exceptional circumstances. But the bar for this is high. An example given within our rules is a complainant being incapacitated. So, I'd have to be satisfied that Mrs W couldn't bring her complaint to us within the required time scale. Mrs W's representative has said that the prior risk to Mrs W's home from repossession and the lack of evidence that they now have should be considered exceptional circumstances. But I'm afraid I can't agree. I can't see why how the threat of repossession meant that Mrs W was prevented from raising the complaint. If anything, it might have made such a complaint being raised more likely. And I've already set out above why Mrs W could've brought this complaint to us without the evidence she now has. I therefore don't agree that the complaint has been brought to us late because of exceptional circumstances.

I do think that Mrs W's complaint is not just about the decisions Santander took to grant the additional borrowing before 2004, however. It's also about holding Mrs W liable for those loans now and whether therefore the lending decisions have created a relationship between them which is currently unfair. As that complaint is about the situation now, it's not out of time. However, I don't think I can fairly uphold that complaint. That's because, Mrs W has told us she knew about the mortgage in 2015. And therefore, I think she could've taken steps at that time if she believed the relationship to be unfair.

I'm aware she's said she tried to complain at the time but was unable to. However, as I've said above, I don't agree that she wouldn't have been able to raise a complaint had she wanted to. And even if she did try to in 2015 and Santander refused to accept the complaint, there's no evidence that Mrs W tried to complain again after that, or that she brought her complaint to us in 2015 or at any point before 2025.

When considering whether a relationship is currently unfair, and if so whether a lender ought reasonably to take steps to remedy that unfairness, I have to take into account all the circumstances. That includes not just what Santander did and didn't do, but also what Mrs W did or didn't do. For reasons I've already explained, I'm satisfied that Mrs W knew that Santander was holding her liable for loans she says she didn't agree to by 2015. That being the case, I think it's reasonable to have expected her to take steps to deal with that at the time. And I think that in not doing so for ten years, Mrs W hasn't taken steps to mitigate her losses.

Therefore, even if I were to uphold this complaint, for that reason I wouldn't think it was fair to award any redress or require Santander to take other steps. As such, it's not necessary for me to investigate the original lending decisions. Even if Santander had done anything wrong in lending the additional borrowing, when I take into account all the circumstances I don't think I can reasonably find that the relationship between it and Mrs W is currently unfair such that Santander is required to take action now. For that reason, I can't uphold this complaint.

### **My final decision**

Whilst I recognise Mrs W and her representative feel very strongly about this matter, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 8 January 2026.

Rob Deadman  
**Ombudsman**