

The complaint

This complaint's about a mortgage Mrs C holds with NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest). There are various strands to the complaint, but the essence of it is that Mrs C believes NatWest made additional loans on the mortgage to her late husband without her knowledge or consent. She's also unhappy with NatWest taking legal action to gain possession of the mortgaged property since the mortgage term expired, and with what Mrs C considers to be the mis-handling of a data subject access request (DSAR). Mrs C is represented by Ms B.

What happened

The broad circumstances of this complaint are known to both parties. I'm also aware that the Investigator issued a detailed response to the complaint, a copy of which has been sent to both parties, and so I don't need to repeat all the details here. Our decisions are published, and it's important that I don't include any information that might result in Mrs C being identified.

Instead I'll give a brief summary of the key events, rounding figures where necessary, and then focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

The mortgage started in 1998, in the joint names of Mr and Mrs C. Further advances for additional borrowing were set up in 2000, 2003 and 2005. In 2007, all parts of the mortgage were converted to interest-only. All parts of the mortgage were due to be repaid in 2020, albeit at slightly different dates. Shortly before the mortgage reached its expiry date, Mr C sadly died, and the mortgage vested solely with Mrs C. She has told us that prior to his death, Mr C handled financial matters and excluded her from them.

In the years since Mrs C has held the mortgage in her sole name, she has made a variety of complaints, with the assistance on Ms B. NatWest has issued final responses in respect of each complaint. A final response gives the recipient six months in which to refer a complaint to this service.

On 10 February 2025, Ms B asked us to look into Mrs C's complaints; Mrs C gave her consent for us to do so on 14 February 2025. The case was assigned to one of our Investigators, who didn't recommend the complaint be upheld.

NatWest accepted the Investigator's conclusions, but Ms B on Mrs C's behalf asked that the complaint 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.

We revisit jurisdiction at every stage of our case-handling process. So before I address the merits of the case. I'll clarify how much of the case I'm able to address, along with the context in which I'm able to do so.

There are three broad strands to the complaint; these are, in summary:

- the further advances in 2000, 2003 and 2005 respectively;
- NatWest's decision to take legal action for possession of the mortgaged property ; and
- how NatWest dealt with Mrs C's DSAR.

Under our rules, a complaint needed to have been started either:

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

NatWest initially said that the complaint shouldn't be considered, because the mortgage and further advances were taken out more than six years ago and that Mrs C ought reasonably to have known she had cause for complaint more than three years ago. However, the mortgage is ongoing as are the further advances, so I can consider whether the lending decision resulted in an unfair relationship which NatWest, as the lender, would be responsible for putting right. That applies only to the parts of this mortgage that are unregulated which are the initial loan and the first two further advances. The third further advance was taken out after mortgage regulation came in. So I can't consider whether that particular advance may've created an unfair relationship.

The decision on NatWest's part to take legal action to recover the mortgage debt isn't subject to the six- and three-year time limits. It is, however, caught by another of our rules, which says that unless exceptional circumstances caused the delay (and I don't think that's the case here) a complaint is time-barred if it's referred to us more than six months after the business addressed it in a final response.

Mrs C has made many complaints to NatWest, resulting in many final responses being issued. Mrs C only consented to us looking into her concerns on 14 February 2025. That means the six-month rule limits us to considering matters addressed in final responses issued on or after 14 August 2024.

NatWest has addressed the legal action in several final responses, all of which were issued before 14 August 2024. Again, that would in the normal course of events result in this part of the complaint being time-barred. However, , there are, in effect, two parallel complaints, the second of which is that the legal action created an unfair relationship.

NatWest's final responses may have addressed the legal action itself, but they didn't address whether the action created an unfair relationship. That means I can consider whether the legal action NatWest took to recover the overdue mortgage debt created an unfair relationship between itself and Mrs C.

The third element of the complaint, about NatWest's handling of the DSAR, isn't caught by any of the time limits in our rules. Having clarified the jurisdiction I have over this complaint, I'll now deal with the merits.

Whether the further advances, and NatWest's' action to recover them, created an unfair relationship

As mentioned earlier, there were three further advances; in 2000, 2003 and 2005 respectively. I've already explained why, when considering whether an unfair relationship was created and has continued to exist, I'm confined to looking at the advances issued in 2000 and 2003.

The grounds for these advances potentially creating an unfair relationship between NatWest and Mrs C is her claim that they were taken out without her knowledge or consent. Based on the evidence we have, I'm not persuaded I can conclude that's most likely what happened.

We don't have every relevant document but we do have the original mortgage application from 1998, the further advance from 2003 and an interest rate product switch from 2007. The last of these includes a listing of all the individual loans making up the total mortgage. Each of those documents contains a signature for Mrs C, and all three signatures are broadly consistent with each other. Of course, I'm aware of the possibility of forgery, but from looking at how the documents have been filled in, I think that's a less likely explanation than that the signatures are genuine and that Mrs C has merely mis-remembered. Overall, I'm not persuaded that the origination of the further advances created an unfair relationship between NatWest and Mrs C.

For completeness, even if Mr C had originated the further advances without Mrs C's knowledge or participation, there's nothing to suggest that Mr C wasn't aware of and did not participate in them. Furthermore, if he did act alone, he was able to give security in the form of the mortgaged property he jointly owned with Mrs C. That being the case, NatWest can look to the security he gave (jointly with Mrs C) to recover the debt, and doing so does not introduce unfairness to the relationship between it and Mrs C.

Whether NatWest's decision to take legal action for possession of the mortgaged property created an unfair relationship

As a starting point, the mortgage has been overdue for repayment in its entirety since 2020. Mrs C was granted a six-month payment holiday in July 2020. Further help was requested at the end of 2020, but Mrs C wouldn't provide an income and expenditure report. Without that most basic of requirements being met, I can't fairly criticise NatWest for not being able to consider further forbearance options. Since then, only a single payment has been made (in February 2021), and all of the available evidence suggests Mrs C can not only not afford to pay monthly instalments of interest, she also has no means for repaying the underlying debt that has been overdue for repayment since the summer of 2020.

I very much appreciate how worrying a situation this is for Mrs C, but I can't fairly conclude that NatWest hasn't taken reasonable steps to try and help her, to the extent that it can. I'm sure Mrs C, or Ms B on her behalf, had their reasons for not wanting to provide the information NatWest asked for. But the income and expenditure analysis was a reasonable request; indeed, it's an industry-wide standard requirement. Without it, I can't say that NatWest's action in beginning legal action was unwarranted or introduced unfairness to the relationship between it and Mrs C.

In the years since, that legal action has progressed and then been periodically paused whilst Mrs C made a succession of complaints; the current one I'm addressing here being the most recent.

It's important to explain here that lenders will generally agree not to pursue recovery action whilst we look at a complaint, but they don't have to and we can't force them to. If the Financial Ombudsman Service had that power it would undermine our impartiality between the parties to a complaint. It would also create the potential for consumers to use our service to bring complaints with the intention of having any legal action put on hold, thereby

obstructing businesses that were trying to take action through the courts to recover money legitimately owed by the consumers.

I do not wish to alarm Mrs C but I would not want her to be under any misunderstanding that we would tell NatWest that it must delay recovery action indefinitely whilst she is not tackling the mortgage debt. Nor must it do so in the event of any new complaint being raised about the mortgage. It is a matter for a court to decide whether it is appropriate to adjourn or suspend any legal action, not this Service.

How NatWest dealt with Mrs C's DSAR

I've reached much the same conclusions as the Investigator did here, and for broadly similar reasons. I don't find it all unreasonable that NatWest needed to verify Mrs C's identity before releasing information, and elected not to do so where verification of identity wasn't forthcoming.

I know this isn't the outcome Mrs C wanted. She is faced with the prospect of having to find a way to deal with the long-overdue mortgage balance, with the potential risk of losing her home if she doesn't. If she's unable to reach agreement with NatWest on how to do that, NatWest could potentially enforce its security over her home.

That's a horrible situation for Mrs C to be faced with, and she has my sympathy. But for all the reasons I've explained, I can't find that NatWest's actions are unfair, however unwelcome they might be.

My final decision

My final decision is that I don't uphold this complaint

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 C to accept or reject my decision before 15 December 2025.

Jeff Parrington
Ombudsman