

## The complaint

This complaint is about an interest-only mortgage Miss H holds with Santander UK Plc. The gist of the complaint is about Santander's actions to seek repayment of the mortgage, which expired in March 2023. It's a joint mortgage, but Miss H has brought the complaint on her own. Where I refer to the joint borrower in this decision, it is for context only.

## What happened

In what follows, I have set out events in rather less detail than they have been presented. No discourtesy's intended by that. It's a reflection of the informal service we provide, and 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. This approach is consistent with what our enabling legislation requires of me.

It allows me to focus on the issues on which I consider a fair outcome will turn, and not be side-tracked by matters which, although presented as material, are, in my opinion peripheral or, in some instances, have little or no impact on the broader outcome.

Our decisions are published and it's important that I don't include any information that might result in Miss H being identified. Instead I'll give a summary in my own words and then focus on giving the reasons for my decision.

Miss H took this mortgage out in 2006, jointly with her then husband, from whom she is now divorced. The mortgage was sold by a third-party intermediary. The mortgage offer specified that the mortgage would be repaid from the proceeds of an investment policy. The mortgage term was 17 years.

Since the mortgage fell due for repayment in March 2023, Santander has been in regular contact with both borrowers. However, as the other borrower hasn't joined the complaint, I can't disclose any detail about Santander's contact with him here.

It seems there were two possible strategies for repaying the overdue mortgage debt; either by selling the mortgaged property (which I understand is Miss H's home) or selling another property they also own jointly. However, the attempted sale of both was unable to progress due to objections on the part of the joint borrower. Eventually, those objections were withdrawn in or round August 2025, since when the mortgaged property has been marketed for sale.

In the meantime, Santander had started legal action for possession of the mortgaged property. In February 2025, a court issued a possession order and money judgment for the outstanding balance. As yet, Santander has not enforced that order.

Miss H complained that Santander's action was unfair, and that the way it dealt with her failed to take account of her vulnerabilities. For the most part, our Investigator didn't think Santander had treated Miss H unfairly, especially during the period when the joint borrower was refusing to co-operate. But now that he had agreed to co-operate, the Investigator

considered that Santander should allow a further three months' grace for a sale to take place.

That was in November 2025, and in December 2025, we were informed that a sale might be underway. Meanwhile, whilst Santander raised no objection to the Investigator's recommendation of a three-month grace period to allow a sale to go through, Miss H asked for the case to be reviewed by an ombudsman. She doesn't believe we've taken sufficient account of how Santander's treatment of her has failed to allow for her vulnerabilities.

### **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 don't replicate the work of the courts.

I've noted what Miss H has said about obtaining recordings of every phone conversation she's held with Santander. 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. But in doing so, we have to work within the rules of the ombudsman service. It's for me to assess when I have enough evidence to reach a fair conclusion, and I'm satisfied I can do that here on the basis of the evidence already provided.

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

My starting point here is that this mortgage was originally due for repayment in February 2023. Santander has allowed Miss H more time to pay the money back; it didn't have to do that. As referenced above, there were two potential strategies for repaying the debt; either by selling the mortgaged property or another property which I understand has no mortgage on it. Neither of those is what Santander was told the strategy would be when it lent the money in 2006. But accepting that a property sale is Miss H's strategy now, it is neither unfair nor unreasonable that Santander expected her to expedite the sale and, and would itself need to contact her at regular intervals to check on progress. However, for much of the time since the mortgage term ended, there was and could be no progress, for the reasons I've already set out.

In that context, I have to say that Santander has shown a reasonable degree of patience towards Miss H; it was not obliged to remain patient indefinitely, so I can't fairly conclude that the legal action was unfair. Even after the possession order was granted, which itself is an indication that the court considered its action to be justified, Santander continued to show patience, by not seeking to enforce the order.

Once the joint borrower agreed to co-operate with Miss H's efforts to repay the mortgage by selling the mortgaged property, it was only right that Santander allow a further grace period, and I think our Investigator's initial recommendation of three months was fair, proportionate and reasonable. Those three months have now passed, so Miss H has already had most of that that grace period. We've asked both parties if a sale has been active and progressing in that time; we've heard nothing from Miss S and Santander has confirmed it has received no contact from Miss H to suggest a sale is in progress.

From that, I have to conclude that Santander has already complied with what I consider was a fair settlement proposal when our Investigator recommended it. Despite that, the mortgage

is seemingly no closer to being repaid currently than it was then. In all the circumstances, I don't find that Santander needs to provide any further forbearance.

I've given a lot of thought to Miss H's comments about her personal situation, her vulnerabilities, and the shortcomings she perceives in how Santander has *behaved* towards her, separately from the actual decisions and actions it has taken. However, I can't rule out the likelihood that it's not the medium and/or manner Santander has adopted throughout this process, but the underlying content that she seems to find distressing.

There's no doubt in my mind that Miss H has gone through, and continues to go through, an experience that is fundamentally distressing. I would never seek to trivialise that, but at the same time, I have to keep in mind the cumulative effect on Miss H, quite understandably, of the underlying situation. But if the underlying content of Santander's messaging is reasonable, as I have found it to be, adopting a different tone or delivery mechanism is unlikely to resolve things.

I said at the outset that I wouldn't be commenting on every single point, and I haven't. I have, as I said I would, confined myself to those matters that I consider have a material effect on the outcome. I can see how strongly Miss H feels. That's a natural, subjective reaction, and entirely understandable in the circumstances. Be that as it may, I have to take a different approach. I'm impartial and I have to look at things objectively. That's what I've done.

That begs the question of what happens next. I don't know what Santander's intentions are regarding enforcement of its security over the mortgaged property. But clearly that is something it can consider as a next step. 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 Miss H but I would not want her to be under any misunderstanding that we would tell Santander that it must delay recovery action 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.

I know this isn't the outcome Miss H wanted. She is faced with the prospect of having to sell her home (or, presumably, sell the second property) to repay the mortgage. If she does neither, Santander could potentially enforce its security. It might help Miss H to have some advice from an independent financial adviser to discuss her options.

### **My final decision**

My final decision is that I don't uphold this complaint, or make any order or award against Santander UK Plc.

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 Miss H to accept or reject my decision before 23 March 2026.

Jeff Parrington

**Ombudsman**