

The complaint

Mr W complains that Standard Life Mortgages Limited:

1. Sent him emails that were aggressive, dismissive and unnecessarily confrontational.
2. Mishandled his complaint.

What happened

Mr W has a mortgage with Standard Life – although Mr W disputes that it is the lender. The mortgage is in arrears.

On 25 March 2025, Mr W's representative, Mr H sent Standard Life an email. It said that he had "several ongoing concerns" regarding the mortgage.

On 28 March 2025, Standard Life replied to the email. Mr W complains about the email. He said it was aggressive, dismissive and unnecessarily confrontational – despite standard Life being aware of his vulnerable circumstances. He said that this had caused him a great deal of distress.

When Mr W's representative complained about the email. He said it wasn't dealt with in line with the relevant DISP rules or FCA requirements. He has complained on behalf of Mr W about the content of the email and the way the complaint was handled.

I issued a jurisdiction decision which said that we could not consider complaint point 2 about the handling of the complaint.

The investigator did not think Standard Life acted unfairly in sending the email dated 28 March 2025.

Mr H on behalf of Mr W did not accept what the investigator said. He responded to make a number of points, including:

- The email was disproportionate and did not meet the FCA's Consumer Duty standards.
- The email did not take account of Mr W's vulnerabilities. There should be a documented vulnerability assessment with reasonable adjustments offered.
- Standard Life escalated things and threatened legal action. That broke down trust with Mr W. That meant previously constructive negotiations stopped; opportunities to discuss alternatives were lost; and Mr W's willingness and capacity to engage was materially reduced, producing delay and potential loss.
- The email failed to provide clear reasoning or alternatives, contrary to the FCA's Principles – and in particular principle 6, to pay due regard to the interest of customers and to treat them fairly.
- The investigator did not consider whether the escalated tone was proportionate for a vulnerable customer. What might be acceptable for a non-vulnerable customer can be disproportionate where vulnerability is present.
- The investigator did not explain how escalation was balanced against real demonstrable harm caused by the threats.

- The investigator accepted Standard life's position without requiring documentary evidence to support what it had said.

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.

Mr W's representative considers the mortgage has been transferred to a different lender and was not properly transferred to Standard Life Lifetime Mortgages. As I explained in my jurisdiction decision, The difficulty here is that if Mr W is right and Standard Life Lifetime Mortgages is not the lender, then Mr W is not its customer, and he is therefore not eligible to bring a complaint about it under our rules. The only way he could do so is if he is a customer.

We have evidence that the mortgage was assigned to Standard Life Lifetime Mortgages and that the security is in its name. Rather than delay things further, I am going to continue on the basis that it is the lender and that therefore Mr W is its customer.

The Consumer Duty is one of the things that I must take into account when deciding what I consider to have been fair or reasonable in the individual circumstances of this complaint. Standard life was interacting with Mr W and his representative on a one-to-one basis, and it was required to tailor communication, taking into account any characteristics of vulnerability.

I can't see that Mr W or his representative told Standard Life that they needed any particular adjustments made to the way it communicated with them. And looking at Mr H's response to the email it is clear that he understood what the email said. So even if Standard Life did not adjust its communication, that had no real impact on Mr W's understanding. I don't consider Standard Life acted unfairly or unreasonably in the way it communicated with Mr W and his representative.

Looking at the content of the email, it set out Standard Life's position in a clear, fair and not misleading way. The stance it took was not unreasonable for a lender in the circumstances. It acknowledged that it could have offered more support in the past and offered to discuss things again. It set out that legal action was a possibility if mortgage payments were not made. Those were reasonable things for a lender to say in the circumstances – and I don't consider Mr W's vulnerability would mean Standard Life could not warn him that legal action was a possibility.

In all the circumstances, I don't consider Standard Life acted unfairly or unreasonably in sending the email dated 28 March 2025.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 May 2026.

Ken Rose
Ombudsman