

## **complaint**

Mr W complains that Santander UK Plc allowed his ex-wife to take a further advance on their mortgage without his knowledge. Mr W and his wife have since separated. He says he should not be responsible for a loan he did not take out and was not aware of.

## **background**

Mr W had a joint mortgage with his wife. In 2011 Santander agreed a further advance of £14,000. Mr W says he was not aware of the advance. He says:

- The signatures on the documents are not his. The signatures are inconsistent and the witness was a friend of his ex-wife.
- Santander should have systems in place to ensure both account holders consent to an advance.
- Although the money was paid into their joint account, his ex-wife moved the money into her sole account within weeks. Mr W says this shows her motive.
- He did not receive a call or correspondence about the advance. Either Santander did not send any or it was intercepted. Santander should have ensured he was aware of the advance.

The adjudicator did not recommend that the complaint should be upheld. He said Santander had not acted unreasonably in making the advance. There was no reason for it to suspect it was not genuine. The adjudicator said:

- It was reasonable for Santander to accept the signatures on the documents. They did not differ significantly from Mr W's signature.
- Santander wrote to the home address a number of times before and after the advance. It had no reason to doubt Mr W had access to the letters.
- The advance was paid into the joint bank account and Santander had no reason to suspect Mr W did not have access to the account.

Mr W did not agree, saying the signatures and handwriting are not his and are not consistent. Mr W said the witness's signature and writing is inconsistent. He says Santander should have sent separate letters to him and called him before the advance was made. He raised concerns about the fraud in 2013 and Santander did not respond or investigate.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

While I know Mr W will be disappointed, I don't think Santander made an error or acted unreasonably when it made the mortgage advance in 2011. I say this for the following reasons.

- Santander sent letters and documents about the advance to Mr W's home address. It had no reason to suspect Mr W would not see them.

- Santander asked for (and received) documents supporting the mortgage application – such as Mr W's pay slips. A credible reason was given for the advance and it was paid into Mr and Mrs W's joint account.
- Santander received the application form and other documents signed by both Mr and Mrs W. There was no reason for Santander to think Mr W had not signed the documents himself. His signature on the acceptance form was not significantly different from the signature on other documents and had been witnessed. I have seen nothing to suggest Santander should reasonably have been aware any signatures were not genuine.

Mr W wrote to Santander in 2013, saying he was worried his wife, who remained at the property, "*may apply for a home improvement loan to release equity in the property without my knowledge*". It asks Santander to note this and his change of address. As this letter was sent after the advance was made, it does not change my view that Santander acted reasonably when making the advance in 2011. And I don't think Santander made an error in not investigating Mr W's concerns in 2013 as his letter did not refer to the 2011 advance.

### **my final decision**

My 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 13 November 2015.

Ruth Stevenson  
**ombudsman**