

## **The complaint**

Mr M complains that Barclays Bank UK PLC delayed providing a mortgage offer to his solicitors, which he says caused him distress.

## **What happened**

Mr M held a mortgage with Barclays. He applied, via a broker, to port this mortgage to a new property.

Barclays agreed to port the mortgage. There were issues with the mortgage offer it initially produced, specifically around the interest rate deal applicable. This led to the offer being re-issued with an amendment. Mr M complained about these problems. That complaint was dealt with under a separate complaint reference number by our service, where another Ombudsman issued a final decision on the matter. I won't be revisiting any part of that complaint here, other than to note that a corrected mortgage offer was first issued on 9 December 2020.

Barclays' records show that Mr M's solicitors wrote to it on 18 January 2021 noting that the purchase price on the mortgage offer needed to be amended.

Barclays responded to the solicitors via email on 19 January 2021, asking that the broker submit a request for this to be varied.

Barclays received the request to vary the offer on 3 February 2021. The required change was made to the mortgage offer and the updated version was provided to the broker on 12 February 2021. But it appears the required copy wasn't provided to the solicitor until several days later.

The completion went ahead as scheduled on 23 February 2021, with the mortgage drawn down.

Mr M complained to Barclays that it had delayed providing the mortgage offer, which had caused unnecessary stress, as the other parties in the chain had suggested they would pull out if completion had not taken place by 23 February 2021. Barclays initially didn't address these concerns, so the complaint was referred to our service.

One of our Investigator's looked into the complaint and thought Barclays hadn't handled the application as well as it should. So, he recommended that Barclays pay £150 for the upset caused.

Mr M said he didn't feel this went far enough to address the distress caused. He also didn't think this would suitably deter Barclays from making similar mistakes in the future or prompt it to review its processes.

Barclays responded, apologising for not having addressed this aspect of Mr M's complaint sooner. It acknowledged that it could've handled matters better than it did. And so, to put things right, it offered to pay Mr M £200 for the upset caused.

Our Investigator put that proposal to Mr M, noting they felt this revised offer was fair. But Mr M still didn't feel the offer was sufficient. As a result, the complaint has been passed to me to decide.

### **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.

Barclays' records show that Mr M's solicitors wrote to it on 18 January 2021, saying that the purchase price noted in the offer needed to be changed. Barclays has said the letter referenced a similar request having been made several weeks earlier, by fax. Barclays doesn't however have record of receiving that fax. It isn't clear what has happened regarding that earlier request. I don't doubt the solicitors attempted to send it – as the mortgage offer issued on 9 December 2020 apparently contained the wrong purchase price for the property. And I don't know why it wasn't ultimately received. Regardless of the reasons behind this though Barclays has acknowledged that it could've dealt with things better than it did, after the follow up request was received from the solicitor.

I think Barclays was right to follow its process and say a variation needed to be requested by the broker. And I don't think it is responsible for this not being received until 3 February 2021. But it then took several days for the amendment to be made – even though Barclays seems to have been aware of the need for urgency. Barclays has acknowledged this took longer than it usually should have. There then also seems to have been a delay of several days between sending the broker copy of the mortgage offer and providing the required copy to the solicitors. So, I also think Barclays could've handled this better than it did – which it accepts. With that in mind, I've thought about what the fair way to address this is.

The mortgage and the completion of the property chain did ultimately go ahead as scheduled on 23 February 2021. So, Mr M did not incur any additional costs in respect of this.

I do think though this would've caused Mr M distress. I would at this point explain however that our service is not a regulator. And it is not our role to fine or punish businesses where something has gone wrong. Rather we look at what we think is fair and reasonable, in the circumstances of the complaint – awarding compensation for the impact of mistakes.

Mr M has provided us email exchanges to support that he was being pressured by other parties in the chain to complete by 23 February 2021. And I can understand why the delay to the mortgage offer gave him concern that this might not happen. I'm conscious though that, while I think Barclays did cause some delays, it deals with a large number of applications at any one time. And I think it is reasonable that requests for amendments and documents being re-issued would not be dealt with instantly. And the delays here I can reasonably attribute to Barclays appear to have only amounted to a few days. Barclays is also not responsible for the pressure being applied from other parties within the chain – which I think would've been the cause of at least some of the stress Mr M was experiencing. And moving house, even at the best of times, can be particularly stressful.

Taking all of that into account, I think the offer that Barclays has now made - to pay £200 for the upset caused – is fair and reasonable in the circumstances.

### **My final decision**

For the reasons I've explained I uphold this complaint.

To put things right Barclays Bank UK PLC should pay Mr M £200 – as it has recently offered to.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 April 2022.

Ben Stoker  
**Ombudsman**