

## The complaint

This complaint's about a mortgage that Mr J and Miss M applied for, and eventually obtained, from Barclays Bank UK PLC. The essence of the complaint is that errors and omissions on Barclays' part resulted in the mortgage funds being released a day late, holding up completion. Mr J and Miss M are seeking reimbursement of what they say are their financial losses, plus substantial compensation for the stress they experienced.

## What happened

The broad circumstances of this complaint are known to Mr J and Miss M and Barclays. I'm also aware that the investigator issued a comprehensive response to the complaint, which has been shared with all parties, and so I don't need to repeat the details here. Our decisions are published, and it's important that I don't include any information that might result in Mr J and Miss M being identified. Instead I'll 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.

## 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.

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, and the remit those rules give us.

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

The case itself is simpler to decide than it might appear at first glance. That's because I don't have to decide fault. The main facts of what happened aren't in dispute, and Barclays has already admitted to shortcomings in how it handled matters. It has apologised and offered compensation of £400, which Mr J and Miss M have rejected. They've said they're seeking around £11,800, but despite a specific request from us, that figure hasn't been particularised to any great degree, and it hasn't been evidenced in any way at all. What that leaves for me to decide is whether the redress Barclays has offered Mr J and Miss M is fair, or whether there is more it needs to do to put things right for them.

I'll start with a technical point, to address something Mr J and Miss M have said about Barclays having breached its contract with them by not releasing the mortgage funds on time. I have no power to decide if a contract has been breached; only a court can decide that. That said, it's my understanding that the contract between Barclays and Mr J and Miss M only commenced *at the point the funds were released*. In that context, it's hard to

see how a delay in starting the contract would amount to a breach of it; although it was undoubtedly a failure of service. It's in the context of the latter that I have approached this.

Mortgage underwriting isn't an exact science; nor is it a mechanical process. Lenders generally have anticipated timescales for how long an application might take, but occasionally things take longer than expected. If I'm to order Barclays to pay Mr J and Miss M the compensation they're seeking, I have to be satisfied that Barclays unduly and excessively delayed the mortgage application by way of specific errors or omissions, *and* that the delay was the sole or over-riding cause of loss, financial or non-financial, to Mr J and Miss M.

As I've already indicated, the first test has already been passed, and isn't being contested by Barclays. It's on the second test that things aren't so clear. I say that because in the absence of anything to corroborate Mr J and Miss M's claim for financial loss, direct or indirect, there's no reasonable basis for me to make any award in their favour. I appreciate this may come as a shock to Mr J and Miss M but it should not come as a surprise. We explained to them at an early stage in our consideration of the case that their claim required corroboration, but that has not been forthcoming. It's up to the parties making a claim to corroborate their case; it's not our role to help them do that or do it for them.

That brings me to compensation for time, trouble and upset. We don't generally compensate people for their time by reference to an hourly rate, or annual leave taken from work. We also take the view that even in the best ordered situation, some things can or will go wrong in such a complex transaction as a house move, and some degree of stress and inconvenience is to be expected. Taking into consideration everything that both parties have said and provided, and mindful of our general approach. I consider that £400 represents fair and reasonable compensation for what I've no doubt was a deeply unpleasant experience for Mr J and Miss M.

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 from their submissions how important this is to Mr J and Miss M. That's a natural reaction, and entirely understandable when you're as close to a situation as they have been here. This is very much a subjective area; everyone reacts to and perceives things differently, especially "in the moment", when subject to the stresses that are inherent in a house transaction.

But I have a different remit. I have to be objective, and impartial, and sometimes that means stepping back from the fine detail, taking an overview and deciding what is fair, reasonable and pragmatic in all the overall circumstances of the case. It also means that I'm not required to provide answers to every specific question that comes up if I don't consider doing so will affect the overall outcome. Having done that, and having considered everything that both parties have said and provided, I think that the compensation of £400, already offered is fair redress for the impact of Barclays' accepted failures.

### **My final decision**

My final decision is that I don't uphold this complaint. I'll leave it to Mr J and Miss M to decide if they want to accept the settlement offer Barclays Bank UK PLC made to them. If they do, they can contact Barclays directly. My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further consideration or discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Miss M to accept or reject my decision before 11 October 2022.

Jeff Parrington  
**Ombudsman**