

## **The complaint**

Mr R complains about poor service from Barclays Bank UK PLC relating to his mortgage. He wants Barclays to explain why this keeps happening.

## **What happened**

Mr R has had a mortgage with Barclays for some years. He had financial difficulties and Barclays agreed a payment arrangement for six months. When this ended he spoke to Barclays again.

Mr R says it difficult to get to speak to anyone, and Barclays didn't call him when it promised to do so on more than one occasion. He says its communication is poor and it changes what it says is possible which makes it impossible to plan. Mr R says he receives threatening letters, the call handlers are working from home and not interested in helping him and he believes they mocked him when he broke down under pressure during a call. Barclays sent a letter incorrectly saying Mr R had broken his payment arrangement.

Barclays accepted that Mr R spent a long time on the phone trying to reach the home assistance team and didn't receive a promised call back. It offered Mr R £150 for poor service.

Our investigator said Barclays should have been aware that Mr R was vulnerable and ensure he received the correct level of customer service. Our investigator said Barclays should make notes on Mr R's account to ensure it provides an appropriate service in future. He said Barclays should pay £250 compensation (in total), which Barclays agreed to do.

Mr R didn't agree. He said he wanted Barclays to understand how this affects his health and wellbeing. He said he didn't want to have to keep complaining about poor service just to be compensated financially with a pittance. He said he'd made many calls to Barclays trying to reach an agreement to enable him to afford his mortgage payments and stay in his home.

## **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 R was unable to maintain his monthly mortgage payments and his mortgage had fallen into arrears. Barclays agreed a six-month payment arrangement which ended in late 2022. Mr R spoke to Barclays in January 2023 about agreeing a new arrangement. Mr R made a complaint about Barclays poor service, saying it didn't call him back when promised and sent a letter saying he'd broken a payment arrangement.

In response to our investigator's view Mr R commented on his experience with Barclays over many years. I must be clear that the complaint I'm considering here is the complaint Mr R brought to us in February 2023, about Barclays poor service.

Barclays sent transcripts of Mr R's calls during early 2023. Mr R told Barclays the property

was on the market and he expected it to be sold by April 2023. Mr R said if the property didn't sell he'd look at equity release later in 2023 when he reached the required age.

Barclays carried out an income and expenditure discussion with Mr R in early January 2023. Based on this, it said he'd only be able to afford to pay some of the interest each month. Barclays said it could only agree a less than interest only concession for three months, but could ask management to review this prior to it being renewed in March 2023. Mr R said he wanted a plan in place for six months.

Barclays called Mr R a couple of days later and offered an assisted voluntary sale. Mr R declined this. He said he was confident the property would sell and didn't want to pay a break fee to the estate agent he'd appointed.

In mid-January 2023, Barclays said it would put forward a proposal for a six-month less than interest only concession to management. The call handler said they were sure it would be approved, but they'd have to wait for confirmation. The call handler called Mr R again to say she'd been told the proposal had to be approved by senior management (which Barclays refers to as the panel) and this could take up to 21 days. The call handler said it could be approved in less time, the panel could come back with different options or it could ask for further information.

The option the panel came back with in mid-February 2023 was an assisted voluntary sale. Mr R declined this.

Barclays sent a final response letter dated 2 March 2023 upholding Mr R's complaint about poor service. In particular, Barclays said that Mr R had long wait times when he called and didn't receive a call back when promised. Barclays apologised and offered compensation. Our investigator recommended that Barclays pay further compensation (to total £250) and make a note on Mr R's account to ensure it provides an appropriate level of customer service.

When considering if this is fair, I've taken into account that this would have been a worrying time for Mr R. He had financial difficulties and by early 2023 Mr R had mortgage arrears of about £11,000. He couldn't afford payments that would cover the interest accruing. He'd been marketing the property for sale for some time and several sales had fallen through. Mr R told Barclays in early 2023 he couldn't access equity release to repay the mortgage balance, at least until late 2023. Mr R's circumstances were difficult and his options were limited. This would have made long wait times or calls not being returned as promised all the more frustrating and upsetting.

I've also taken into account that Barclays was in regular contact with Mr R. It discussed his circumstances with him and considered what support it could offer. By mid-January 2023 Barclays proposed a less than interest only concession for six months (which its notes suggest Mr R was happy with). It made Mr R aware that this proposal would need approval by the panel and this could take some time. It also said the panel could ask for further information or respond with a different option. So while Mr R wasn't happy with the option offered (an assisted voluntary sale) I think Barclays made him aware that the panel could come back with a different option to the proposal put forward in January 2023.

In the circumstances, I think £250 is fair and reasonable compensation for the upset and inconvenience caused by Barclays poor service. I appreciate that Mr R told Barclays he doesn't want compensation. I leave it to Mr R to decide whether to accept this.

If Barclays had the facility to add a note to Mr R's account to ensure he's provided with appropriate service then it should do this.

Mr R raised a new complaint with Barclays in mid-April 2023 – that he'd contacted Barclays in mid-March 2023 about porting part of the mortgage to another property and was waiting to be called back about this. As this wasn't part of the complaint when it was brought to us, I can't fairly look into this here.

### **My final decision**

My decision is that I uphold this complaint. I order Barclay Banks UK PLC to pay £250 to Mr R. It can deduct any compensation already paid in relation to this complaint. It should add an appropriate note to Mr R's account, as explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 December 2023.

Ruth Stevenson  
**Ombudsman**