

## The complaint

Miss M and Mr P complain about fees and charges Barclays Bank UK PLC has added to their mortgage account. They're also unhappy with the customer service they received when they queried the fees last year.

## What happened

Barclays wrote to Miss M and Mr P in September 2023 to tell them that there was a 'fees balance' outstanding on their mortgage account. The letter said the balance of £1,054 was made up of unpaid fees or charges added to the account since the mortgage had started. It also said the balance didn't need to be paid immediately, but it will need to be paid when the mortgage balance is repaid.

Mr P contacted Barclays to ask for more information about the fees and when they were added to the mortgage. After several calls and email exchanges he complained on 24 November that he hadn't received an appropriate breakdown of the fees and when they were added.

Barclays issued its final response letter on 8 December 2023. It said there had been fees added to the mortgage account between 2009 and 2017. Details of the fees had been included in the annual mortgage statements, but were a mixture of arrears fees, missed direct debit fees, solicitors' fees and a fee for a home visit. The letter said the fees had been charged correctly to the account and in accordance with the tariff of charges for the mortgage.

Mr P wasn't happy with the information provided, and Barclays wrote to Mr P again on 20 December. It provided a breakdown of the date each fee was added, why it was charged, and the amount.

After further communication with Barclays, Mr P asked our service to look into things. Barclays didn't give our service consent to consider the complaint as it said the complaint had been made out of time. One of our investigators looked into things and said that Miss M and Mr P's complaint about the fairness of the charges themselves had been made outside of the relevant time limits and so we couldn't consider them. He didn't think the complaint was brought late as a result of exceptional circumstances. The investigator said we could consider the customer service Mr P and Miss M had received in 2023 when they were told about the outstanding fees, as that part of the complaint was made in time.

The investigator looked into the customer service Miss M and Mr P had received from Barclays in 2023 and didn't uphold the complaint.

Mr P said that Barclays' delays in sending the September 2023 letter, and then providing a breakdown of the fees, led to a delay in his complaint being made. He said if he'd been able to complain earlier, some of the fees would have fallen within the six-year time limit and we could consider them. He said he still didn't think Barclays' customer service was acceptable when he'd queried the fees as it took too long to respond, and he had to chase it on the phone several times. He said Barclays had been disingenuous when it said it had tried to call him.

The investigator still felt most of Miss M and Mr P's concerns had been raised out of time, and for the part of the complaint we could consider, he was satisfied Barclays provided an adequate level of customer service.

Mr P asked for the complaint to be referred to an ombudsman. He was unhappy Barclays still hadn't explained what the legal fees added to the mortgage were for. He disagreed the customer service he'd received was adequate.

I issued a decision which said our service only had the power to consider Miss M and Mr P's complaint about the customer service Mr P had received after the September 2023 letter had been sent. I will now go on to decide the merits of that complaint.

### **My provisional decision**

I issued a provisional decision on 31 July 2024. This is what I said.

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

Miss M and Mr P are unhappy with the customer service they received from Barclays for several reasons, which I've summarised as the following:

- Letters were received much later than they were dated – which they believe was caused by a delay in Barclays sending the letters.
- Barclays failed to respond to them within the time periods it said it would. And Mr P has had to chase it for the responses it has given.
- Barclays said it had tried to contact Mr P, but the calls only rang briefly before they were disconnected.
- Barclays has still failed to explain what the legal costs added to the mortgage in 2017 were for.

I appreciate Miss M and Mr P have had problems with Barclays before, and it's clear that those problems have impacted the relationship between the parties. As explained in my jurisdiction decision, I'm only able to consider the points above, although I have reviewed the history of the account as it provides relevant context and background to the issues Miss M and Mr P have faced more recently.

Overall, I'm persuaded there are some things Barclays could have done better during its interactions with Mr P during the relevant period.

Barclays sent Miss M and Mr P a letter on 22 September 2023 to tell them there were unpaid fees and charges on their account. Mr P said he received the letter on 28 October, and he called Barclays on 30 October. He said he wanted to know what the charges were for, and if they were related to a previous complaint they'd made. Barclays told him it would look into his query. The call handler said it would take forty-eight hours for the query to be assigned to someone, and they would write to him with a response within five working days.

Mr P called Barclays again on 15 November to find out what was going on as he hadn't had a response to his request. During that call Barclays told Mr P it was still looking into what had happened and he would receive a response shortly. Mr P complained on 24 November as he still hadn't received a response.

Having looked at the communication and events that led to Mr P complaining, I do think Barclays could have managed Mr P's expectations more clearly about when he could expect

to receive a response to his query. During the call on 30 October Barclays told Mr P it would write to him within seven working days. But three weeks later he still hadn't received anything and so complained. I do think Barclays should have given Mr P a more realistic timescale of when he could expect to receive a response.

After Mr P complained, Barclays issued its final response letter on 8 December 2023. That letter gave a breakdown of what the charges had been added for, and said the information was also contained in his annual mortgage statements. It said Mr P could submit a Subject Access Request if he wanted copies of the statements. Whilst the letter did tell Mr P what the charges were for, it didn't tell him when they had been added to the mortgage. I think it was clear that was information he wanted to know as he was concerned that there were charges included that had been subject to a previous complaint that Barclays had upheld.

Barclays sent Mr P another letter on 20 December 2023 which gave a more detailed breakdown of the charges, including when they were added, and enclosed copies of the statements from the relevant years. I'm satisfied that letter addressed Mr P's concerns in a clear and helpful way. Whilst I appreciate Mr P feels it took him a lot of time and effort to chase Barclays before it sent that letter, it was issued within the time frame set by the regulator for dealing with complaints.

Mr P says that Barclays was being disingenuous when it said in its letter it had tried to contact him, as the phone only rang briefly before the calls cut off. I can't know whether Barclays did genuinely attempt to contact Mr P or not. The call records show that three outbound calls were made before the final response letter was sent, but went unanswered. It is possible that Barclays did disconnect the calls before Mr P had the opportunity to answer the phone. Barclays wasn't required to call Mr P before it sent its final response letter, and Mr P was able to discuss his complaint on the phone with Barclays after the letter was sent.

Mr P is also concerned that he received Barclays' letters much later than they were sent. I'm sorry to hear there were delays in Mr P receiving letters. I don't consider there was a material impact in Mr P receiving the September letter late. He wasn't expecting the letter, and it didn't require him or Miss M to take any action. I can see from Barclays' internal notes that the final response letter was sent for printing on 8 December. Whether the short delay in receiving the letter was a result of problems in Barclays' post room or the delivery service, I'm satisfied Mr P received the letter within the relevant eight-week timeframe.

I understand Mr P is still unhappy that Barclays hasn't provided a more detailed breakdown of what the solicitors' costs that were added to the mortgage in 2017 were actually for. Barclays has told us it doesn't have that information. And I explained in my jurisdiction decision that any complaint about the charges themselves was out of time and we weren't able to look at it. However, I can see in the account notes that Miss M and Mr P's mortgage was being dealt with by Barclays' litigation team in 2017 and so the charges are likely to be for the work that solicitors completed in relation to that.

### Summary

Mr P feels very strongly about this complaint. I think that's in part because this is not the first problem he's experienced with Barclays in relation to his mortgage account, and he no longer has any trust in the service it provides. I'm sorry to hear that Miss M has been unwell as a result of the stress she's experienced because of this mortgage and their previous dealings with Barclays.

Whilst there are some things I think Barclays could have done better here, it is not our role to punish businesses or 'fine' them for things they may have done wrong. It is my role to determine whether an error or unfair treatment by Barclays has led to a financial loss, or

distress and inconvenience, or other non-financial loss, for Miss M and Mr P. I'm satisfied there's no financial loss here. I'm not considering a complaint about the fairness of the charges themselves. I'm only considering the customer service Mr P and Miss M experienced after September 2023.

I've said above that there are things that Barclays could have done better here. I consider Barclays ought to have been able to provide the information Mr P requested about the charges without the need for him to make a complaint. I'm also satisfied that the final response letter Barclays issued on 8 December didn't provide the information he'd asked for – and that wasn't sent until 20 December after Mr P had followed up his concerns with Barclays.

Having considered the evidence, and everything both parties have said, I'm satisfied that Miss M and Mr P were put to some unnecessary distress and inconvenience as a result of Barclays' customer service. Mr P spent time chasing up his queries to try and get the information he asked for, and I think the fact it took so long to get that information, which should have been relatively easy for Barclays to provide, caused distress and worry, as Mr P and Miss M were concerned Barclays was asking them to pay for charges that it had already agreed to refund.

As a result, I'm persuaded that Barclays should pay Miss M and Mr P £150 for the distress and inconvenience caused by its customer service. I appreciate Mr P is likely to be disappointed with that amount, as he feels the stress Barclays has caused him and Miss M is far greater than what I've said here. But I'm only able to consider the distress and inconvenience caused by Barclays as a direct result of the subject matter of this complaint. Not any of the wider issues they've had with Barclays and this mortgage in the past.”

### **Responses to my provisional decision**

Barclays accepted my decision and agreed to pay Miss M and Mr P £150.

In summary, Mr P said the following.

- He disagrees the complaint about the charges added to the mortgage in 2017 are outside our jurisdiction. He wasn't made aware of the charges at the time they were added, and he complained when he became aware of them in 2023.
- He complained about charges added to the mortgage in September 2017 and then later that month Barclays added more. If he'd known that at the time, he would have complained.
- The charges haven't been highlighted in any of the statements Barclays sent since 2018.
- Barclays has had several opportunities to provide him with details of the charges and it has chosen not to. If Barclays is sure the charges apply, it should be able to provide the specific details.
- He's unhappy he's had to waste hours pursuing this and has had to raise a complaint to get simple information from Barclays.

### **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.

Having considered the additional comments Mr P has made, my decision on a fair and reasonable outcome to this complaint remains unchanged.

Several of Mr P's comments relate to our service's jurisdiction to consider this complaint. I've already issued a decision which set out our jurisdiction. I had considered everything both parties had said before I made that decision. The additional comments Mr P has now made don't change my mind about what our service has the power to consider. I appreciate Mr P is disappointed we can't consider a complaint about the charges themselves, but I have no power to set the rules aside and must apply them in every case.

The other points Mr P has made were addressed in my provisional decision. I agree the level of customer service he and Miss M received from Barclays in 2023 was below what they should reasonably be able to expect from their mortgage provider. In recognition of the time and effort Mr P and Miss M spent dealing with this matter, and the worry it caused, I'm satisfied Barclays should pay them £150 for the distress and inconvenience caused – for the reasons I set out in my provisional decision.

### **Putting things right**

Barclays should pay Miss M and Mr P £150 for the distress and inconvenience caused.

### **My final decision**

Considering everything, for the reasons I've explained in this decision and my provisional decision, I uphold this complaint and instruct Barclays Bank UK PLC to put things right as set out above,

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Mr P to accept or reject my decision before 3 September 2024.

Kathryn Billings  
**Ombudsman**