

## **The complaint**

Miss B says Barclays Bank UK PLC made errors which meant her buy to let mortgage wasn't redeemed in January 2023. She also complains about poor service.

## **What happened**

Miss B had a buy to let mortgage with Barclays. She wanted to redeem the mortgage and contacted Barclays about this in January 2023. In summary Miss B's complaints are:

- Barclays gave her incorrect information about how to make a payment to repay her mortgage in January 2023. The funds were returned to her. Miss B says she shouldn't have to pay any costs applied to the mortgage since January 2023, and asks that Barclays compensates her for lost interest and her stress and inconvenience.
- Barclays sent correspondence, including formal demands, to the buy to let property address instead of to her home address.
- Barclays didn't send the password for her to access information provided in response to her data subject access request (DSAR). Instead, it re-sent a password she'd already received. Miss B says Barclays didn't send recordings of all of her calls.
- She experienced poor service and long call wait times. Barclays asked her to treat its staff with respect, when she feels she wasn't treated with respect.

Barclays said the payments Miss B made in January 2023 were returned because she didn't include her mortgage account number as a reference on the payment. It said it had told her this was necessary. It didn't uphold this part of Miss B's complaint.

Barclays said it made errors. It sent correspondence to the buy to let property address, didn't call Miss B about one of her complaints when it said it would and didn't offer to raise a DSAR during a call. It offered £500 compensation for the inconvenience caused. In April 2024 it offered another £50 for not returning Miss B's call.

Our investigator said Barclays' offer to put things right was fair and reasonable. Miss B didn't agree and asked that an ombudsman re-consider the complaint.

## **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.

Miss B says Barclays didn't provide all call recordings and we can't grasp the extent of the stress she experienced without listening to all of the calls. Barclays provided a call log to us and call recordings. This includes recordings of the calls which I consider to be key to understanding what happened regarding the subject matter of Miss B's complaints. I think I have sufficient evidence available to me to reach a fair decision.

*Did Barclays give Miss B incorrect details when she asked about redeeming the mortgage in January 2023?*

Miss B called Barclays in mid-January 2023 as she wanted to redeem her buy to let mortgage. It took the call handler some time to confirm the exact redemption amount. Barclays gave Miss B the correct sort code and account number and said she must use her mortgage account number as the reference so it would know to allocate the payment to her account.

Barclays said Miss B could also include her name – or as much as would fit – in the reference. Barclays said there would be a limit on the amount she could transfer in one day, which depended on the type of account she had.

Barclays said it issued a redemption statement to Miss B, which Miss B later confirmed she had received. This would have set out the redemption amount and the payment details.

Miss B contacted Barclays again later that day. She'd been unable to make the payment as the details she entered weren't recognised. Barclays confirmed the sort code and account number were correct. It said the problem could be with the account name. It said that accounts can be in the name of "Barclays Bank PLC", "Barclays one" or "Barclays two". It suggested Miss B try using "Barclays Bank PLC". Miss B raised a complaint.

The call handler offered to stay on the line while Miss B made the payment. Miss B tried to make the payment but was concerned when she was shown warnings about making sure the payment details were correct. She said she wasn't comfortable making a payment of more than £50,000 when she wasn't sure the details were correct. Barclays said Miss B could make the payment at a branch. Miss B said there wasn't a branch nearby.

Barclays called Miss B on 23 January 2023 about her complaint. Miss B said she'd received the redemption statement. She said she'd repaid the mortgage.

The complaint handler said she'd check if the payments had arrived. This took some time as the payments were recent and hadn't been allocated to the account. Miss B said she'd been told to include the mortgage account number and said it should be possible to find the payment by searching for this. The complaint handler said she could see the payments, which hadn't yet been allocated to the mortgage account. She said she'd arrange for this to happen.

The call handler told Miss B she should have been told at the outset to make the payment to "Barclays Bank PLC". She said she'd arrange for a compensation payment of £150 to be paid into Miss B's bank account for the stress and inconvenience caused.

This complaint was re-opened when Miss B raised a complaint in February 2023 about being given incorrect information about how to make a payment to her mortgage account.

### *The return of the redemption funds and the complaint raised in February 2023*

Miss B contacted Barclays again in mid-February 2023. She asked if the mortgage had been redeemed. She'd noticed that a direct debit payment had been taken from her account.

The payments Miss B made to redeem the mortgage had been returned to her bank account on 24 January 2023. Barclays said this was because Miss B didn't include the mortgage account number as the reference when she made the payment. Barclays sent a screen shot of the payments which shows Miss B used her name as the reference.

Miss B said she'd been told to put her name as the reference. She raised a complaint that she'd been given incorrect information. Barclays offered to help Miss B make the payment. Miss B said she wouldn't make the payment until her latest direct debit payment was returned and Barclays had compensated her for her wasted time.

Miss B says the funds remained in her current account after they were returned. Miss B didn't make monthly payments and her account fell into arrears. Miss B says she's never been in debt before and this caused mental health problems and depression for which compensation of £400 isn't sufficient. She says she shouldn't have to pay any costs applied to the mortgage since January 2023 and asks that Barclays compensates her for lost interest at 4.5% since January 2023.

I don't think it's fair and reasonable to require Barclays to do any of this.

The payments were returned because Miss B didn't include her mortgage account number as the reference on the payments, not because of an error by Barclays. Barclays told Miss B that she needed to use her mortgage account number as the reference. Miss B confirmed she was told this during the call with the complaint handler in January 2023.

Barclays didn't uphold Miss B's complaint about the returned payments, saying it had given her correct details to make the payment.

Miss B says she didn't receive letters regarding the complaint. This might be because they were addressed to the buy to let property. But I don't think this makes it fair and reasonable to require Barclays to pay compensation for the mortgage not being redeemed in January 2023.

Miss B knew by mid-February 2023 the mortgage hadn't been redeemed, and the reason for the payments being returned. The funds were in her current account. Miss B had the information she needed to make the payments to redeem the mortgage, including that she needed to use the mortgage account number as the reference. If Miss B didn't want to redeem the mortgage at that time, she could have made monthly mortgage payments which would have avoided her account being in arrears.

### *Sending correspondence to the wrong address*

Barclays made an error when it sent correspondence to the buy to let property address instead of to Miss B's home address. It discovered this in August 2023. It offered £400 for the inconvenience this caused. While there's no evidence this caused Miss B any financial loss, it would have been inconvenient and potentially embarrassing, given this included letters about the mortgage arrears. I think in the circumstances £400 is fair and reasonable compensation for this.

### *Barclays response to Miss B's DSAR*

Miss B submitted several data subject access requests – this was after Barclays had corrected her address in its records. Barclays sent call recordings on USBs. Miss B says she didn't receive the password for one of these. When she asked for the password, Barclays sent a password she'd already received for another USB.

Barclays said it wasn't responsible if the password wasn't delivered in the post. It said Miss B's request wasn't clear as to which password she was missing. Barclays says it arranged for the information to be accessible to Miss B online and sent it again by post. I think these steps taken by Barclays were fair.

Miss B says she received data relating to another person, which is a breach of GDPR. This wouldn't have caused Miss B any loss, but I understand her concerns. Miss B says she hasn't received recordings of all of her calls over the relevant period (which she estimates to be 50 to 100), the transcripts are poor quality and she'd like the calls to be labelled. Barclays says it sent all of the call recordings within the period of the DSAR (over 50). It confirmed this to us and provided calls logs to support what it said. I don't have access to Barclays' systems. It's not obvious to me from the information provided that Barclays made an error. In the circumstances, I can't fairly require it to do more.

If Miss B remains concerned that there are call recordings that she hasn't received she can consider contacting ICO.

### *Poor service experienced by Miss B*

Miss B was frustrated that her requests to speak to a manager were declined and about the amount of time she spent on calls, including long wait times.

Miss B was upset that Barclays asked her to treat its staff with respect. She felt she hadn't been treated with respect and experienced poor customer service, being lied to, left waiting for hours and having to repeatedly contact Barclays. Miss B said she found interactions with Barclays increasingly difficult. While I appreciate Miss B's frustration, I think it's reasonable for Barclays to ask her to speak to its staff with respect.

Barclays accepts there was some poor service. It says it told Miss B it would call her within five days to discuss one of her complaints and failed to do so. It says when Miss B asked about making a DSAR it should have offered to do this on the call rather than say Miss B should do this on-line. It offered £100 for the inconvenience this caused.

### **Putting things right**

I've already explained why I don't think it's fair and reasonable to require Barclays to waive costs or pay compensation for any costs or lost interest due to the mortgage remaining unpaid since January 2023, or for any upset, stress and inconvenience caused by this. This includes Miss B's time and inconvenience in making calls to Barclays related to this.

Barclays did make errors. It sent correspondence to the buy to let property rather than Miss B's home address. It told Miss B it would call her within five days to discuss one of her complaints and failed to do so. It says when Miss B asked about making a DSAR it should have offered to do this on the call rather than say Miss B should do this on-line. It offered £500 in total for the inconvenience this caused. Barclays offered another £50 in April 2024 for the upset caused when it didn't return Miss B's call.

Miss B says she's never been in debt before and this caused mental health problems and

depression. She said she found it increasingly difficult to speak to Barclays. She estimates she made between 50 and 100 calls, and experienced long call wait times. I appreciate this caused Miss B worry and took up a lot of her time. But I think this largely relates to Miss B's complaint about her payments being returned in January 2023, and her discussions and information requests with Barclays which she hoped would show this was due to an error by Barclays. It was Miss B's own decision not to try again to repay the mortgage or make monthly payments which inevitably resulted in mortgage arrears. Because none of this was due to an error by Barclays, I can't fairly require it to pay compensation for the stress and inconvenience it caused Miss B.

I think for the upset and inconvenience caused by Barclays errors, its offer of £550 compensation is fair and reasonable.

### **My final decision**

My decision is that Barclays Bank UK PLC should pay £550 to Miss B, as it offered to do. If it has already paid some or all of this to Miss B, it can deduct this before making the payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 30 December 2024.

Ruth Stevenson  
**Ombudsman**