

## **The complaint**

Ms H complained it took an excessive amount of time to complete her remortgage to Barclays Bank UK PLC. Ms H said that left her paying her old lender's Standard Variable Rate ("SVR") about a thousand pounds more each month than her new Barclays mortgage.

## **What happened**

Ms H wanted to move her mortgage to Barclays. She said that in the background, there had been problems with the title to her property, caused by her old lender, but she didn't think those were part of the problem she'd experienced with Barclays.

Ms H said she started her remortgage application with Barclays in August 2023. She was very unhappy with the service received from Barclays. She said the solicitors who provided free legal work for moving her mortgage, chosen by Barclays, repeatedly refused to speak to her, because they said they hadn't yet been instructed by Barclays. Ms H said she was caught in the middle for months, and had to employ a personal solicitor at extra cost to her. Ms H also said Barclays later told her there was a mistake over her name. Ms H thought this should have been spotted right away.

Ms H said Barclays had offered her £150 in compensation and its solicitors had offered £50. She thought that was insulting.

Barclays said it understood Ms H had been left paying a very high interest rate to her old lender, while waiting for her mortgage to move to it. It said it had upheld her initial complaint, due to the complicated journey she had trying to get solicitors instructed. Barclays had offered £150 for this. But it said on 19 December it had sent her offer to the solicitors acting for both Barclays and her in this remortgage. Those solicitors couldn't go ahead, because the offer was in the wrong name, due to a mistake made by Ms H's broker.

Barclays had to redo Ms H's offer because of that, and because of a previously undisclosed financial commitment which changed the position on affordability.

These issues were resolved by 26 January 2024, and Barclays then reissued Ms H with her mortgage offer. Completion on this mortgage was achieved on 14 February 2024.

At first, our investigator thought this complaint should be upheld, because he said that, although the mistake over Ms H's name wasn't Barclays' fault, it was responsible for the delay between receiving Ms H's information on 6 September and sending it to Barclays' solicitors on 23 December. And that left Ms H paying the higher interest rate to her old lender for these months. He thought Barclays should refund the difference between the SVR Ms H paid with her old lender in January and February 2024, and what she would've paid with Barclays.

But Barclays then wrote again. It said it had sent the original mortgage offer on 6 September, then resent it on 19 December. The delay between these dates wasn't its fault. Barclays said this was because of a problem with Ms H's title deeds. That was nothing to do with the remortgage to Barclays but a problem caused previously, which had to be resolved before

Ms H could remortgage.

Our investigator then changed his mind. He said Barclays' new evidence made him think the delay was while Barclays was waiting for a copy of the certificate of title, and that wasn't supplied until early December. And Barclays said it sent that to its solicitors once it was received. So, although the delay wasn't Ms H's fault, he didn't think it was Barclays' fault either.

Ms H disagreed, and wanted her complaint to be considered by an ombudsman. She also indicated she intended to submit further information, but the deadline provided for that by our investigator has now passed, and nothing further has been received. I'm satisfied that it is now appropriate to provide a decision in this case.

I then reached my first provisional decision on this case.

### **My first provisional decision**

I issued a provisional decision on this complaint and explained why I did propose to uphold it. This is what I said then:

Firstly, I agree that Barclays could not have proceeded with this remortgage until Ms H had been able to resolve the title problems that she had unfortunately been left with, after a previous remortgage. And on the evidence I've seen to date, it looks as if that wasn't done until 8 December 2023. I understand Ms H's arguments that Barclays could have been more helpful and supportive during this period, but it does appear that ultimately a delay until 8 December 2023 wasn't Barclays' fault.

Next, I should say that it can be difficult, when assessing a complaint involving the actions of solicitors working on a remortgage, to assess whether the work that solicitor is doing is for Barclays (so our service may be able to consider it) or for the borrower, Ms H (which means, broadly speaking, it's likely to fall outside of what our service can consider).

Here, it appears that the solicitors appointed by Barclays have accepted, in a letter dated 14 March, that it caused a delay by not initially opening a remortgage case when Barclays asked it to. It looks as if this caused a delay between 19 December, when Barclays had received a clear title from Ms H and can show it instructed the solicitors to start work on Ms H's remortgage, and 19 January, when Ms H got in touch with the solicitors to find out why nothing appeared to have happened.

I think when Barclays asked the solicitor to open a remortgage application, then it is reasonable to say that the solicitor was, at least initially, acting for the lender when it took that first step to open a file. And here, it doesn't look like the solicitors took that step, for a month. Because the solicitors were responding to a request from Barclays there, and because their failure to respond promptly does appear to have caused a delay of a month in Ms H's remortgage completing, on the evidence I've seen so far I do think it's fair and reasonable to hold Barclays responsible for that delay.

I think that means Barclays should pay the sum of £150 in compensation, if it hasn't done so already. And Barclays should also refund the difference between the mortgage payment Ms H made in January, and the mortgage payment she would have made to Barclays in January if her remortgage had already completed then.

I am asking Barclays, when it responds to this provisional decision, to set out the mortgage payment Ms H would have made in January if her remortgage had already

completed then. And I am asking Ms H to provide evidence of the payment she did make in January, to her old mortgage lender. My current view is that Barclays should pay Ms H the difference between these sums, and I currently propose to include a figure for that in my final decision.

I invited the parties to make any further points, if they wanted. Both sides replied.

### **My second provisional decision**

I issued a second provisional decision on this complaint and explained why I was now suggesting an increased amount of compensation. This is what I said then:

Barclays accepted my provisional decision, but Ms H didn't. She wrote to object.

Ms H said there were points she didn't think I had fully addressed, including Barclays' contradictory advice and communication failures. She said she had been given differing advice by the parties, and that caused confusion and stress. She said neither Barclays nor its solicitors supported her as a vulnerable person. She said Barclays had failed to log at least one call, on Saturday 16 December 2023, and she was very disappointed indeed by the service on that call.

Ms H said the compensation I'd suggested here was inadequate, given these concerns. And she said I hadn't looked at how Barclays' failings could impact other customers. She said I hadn't commented on her request for call recordings, which Barclays hadn't complied with. And she said that I hadn't looked in detail at what Barclays' solicitors had done.

A fuller picture may have emerged earlier in this case if Ms H had been able to set out her concerns before my provisional view was reached, as I understand she had originally intended.

I have written to Ms H separately to explain that our service can only consider what happened in her case. We aren't able to consider the potential impact on other customers, when seeking to put things right for her. I also said then that, having read Ms H's further comments, I had asked Barclays for more information in this case.

Barclays has sent some of the additional information requested, but unfortunately not all of it. I have told Barclays that I intended to move this case forward without further delay, and I now propose to do that. The rules that our service operates under allow me to draw inferences from a failure to supply evidence.

Ms H has told us that she had problems with the title to her property. These were caused prior to the issues I am considering here, and Ms H has never blamed Barclays for these issues. It remains my view that those problems were responsible for the delay in Ms H's remortgage, up until early December 2023, so I do not agree with Ms H that Barclays caused several months of delay here, and must compensate her for seven months of larger mortgage payments.

Ms H told us she had requested call recordings from Barclays. I have asked Barclays, and it says it has no record of a subject access request from Ms H. I haven't been able to hear, on the complaint call I listened to, that Ms H has made this request. Nor can I see that failure to comply with such a request formed part of Ms H's original complaint to Barclays. So I won't be able to look at that issue here. Ms H can raise a subject access request with Barclays if she still wishes to do so.

But Ms H has now told us she ran into problems when she tried to tell Barclays that the issues over the title to her house had finally been sorted out, and her mortgage application could be resumed. These problems started in early December 2023.

In response to my request for additional evidence, Barclays did send our service a call recording from 7 December. Ms H says on the call that previous problems with the title to her property were now resolved. Ms H was given clear and helpful advice then about how to restart her previously stalled mortgage application. But it doesn't look like the application was restarted promptly by Barclays or its solicitors.

I should say that I have no reason to believe Ms H did anything other than follow the instructions she was given on that call. So I still think Ms H's mortgage application could have been restarted on 8 December.

Ms H's remortgage appears to have completed on 13 February 2024. I need to think about how much faster this mortgage could reasonably have been expected to complete.

I previously said I felt it was reasonable to hold Barclays responsible for the delay in Ms H's remortgage between 19 December and 19 January. I still think that, for the reasons set out in my provisional decision.

That delay appears to have been partly because of a mistake over Ms H's name, in her original application. Whilst this mistake wasn't made by Barclays, there were opportunities for Barclays to recognise earlier that a mistake had been made here. So I think that Barclays is at least partly responsible for a short subsequent delay, when this mistake was rectified.

Once Barclays' solicitors did formally start work on the remortgage, I do think Barclays and its solicitors then acted promptly to achieve a remortgage for Ms H on 13 February 2024.

However, following the provision of additional evidence, I now think Barclays is also responsible for the delay between 8 December and 19 December. That's because there seems to be no clear explanation for why Ms H's mortgage application was not simply restarted on 8 December.

I asked both sides for information on the mortgage payments Ms H was making before her mortgage was transferred, and the payments she is making now. Ms H has shown us that her previous payments were £3,172.75 per month. Barclays has shown us that Ms H is now paying £2,286.88. That gives a difference of £886 per month (rounded for ease of calculation).

My previous provisional decision was that Barclays should reimburse Ms H for one month's difference. Because the additional evidence received makes me think that Barclays has caused more delay than I was previously aware of, I now think Barclays should reimburse Ms H the sum of £1,329 to cover one and a half months of difference in payments. This is to cover the delay Barclays caused between 8 December and 19 December, as well as the delay from 19 December to 19 January I have dealt with previously, and also to cover part of the delay while Ms H's mortgage offer was reissued, because of a mistake over her name which Barclays hadn't previously picked up.

I appreciate that Ms H was previously on a repayment mortgage, and has moved to an interest only mortgage. I have taken account of the additional benefit to Ms H in a month and a half of repayment of her mortgage, in reaching my conclusions here.

I'll now turn to the service Ms H said she received between 8 December and 19 December.

I note that on the call of 7 December, Ms H did say there was some urgency to her remortgage. Her outgoings were more than her earnings. We already know that her application wasn't restarted at that time.

Ms H told us she contacted Barclays again on Saturday 16 December, after complying with its requests for information to restart her mortgage application. Ms H said she was desperate to get her mortgage application back on track, but she received exceptionally poor service on a call. This call recording was requested from Barclays, but although it said this would be sent, it doesn't appear to have been received at our service.

Ms H then called on the following Monday, 18 December 2023, to complain about Barclays' failure to restart her mortgage application and about the service on the 16 December call. Her summary of the issues on the 16 December call appears to have been both clear and consistent over time. Those concerns do seem to me to be reflected in the complaint notes Barclays made, after it listened to this call. And Barclays' complaint response letter of 23 December says Barclays has provided feedback to the agent on that call. Barclays said on 18 December that it would pay £50 in compensation to Ms H, but its complaint notes suggest this wasn't done, and its 23 December letter says it actually paid £150.

I have considered this additional evidence. And, although I haven't been sent all the call recordings I requested, I have been able to make findings on the service Ms H received. I have also been able to hear just how frustrated and how upset Ms H was by this. For those reasons, I think Barclays should pay more compensation than I previously suggested in this case. I think that Barclays should now pay £350, in addition to its previous payments in this case.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Both sides replied.

### **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 said it was happy to accept. Ms H wrote again to object.

Ms H said she was concerned that Barclays hadn't provided information by the agreed deadline, and she said she hadn't been awarded sufficient compensation.

Ms H wanted to stress that the total costs she incurred during her remortgage were approximately £7,000, before taking account of the significant stress and inconvenience she'd incurred. Ms H said she wanted me to review her compensation amount, taking account of this.

Ms H said she thought there were points which still hadn't been fully explored. She said she'd received contradictory advice from Barclays, but my decision hadn't delved deeply into

how this affected her experience. She felt I should look again at this, and offer more compensation.

Ms H said her concerns about Barclays' failure to support her as a vulnerable customer hadn't been fully addressed. She said I should look more thoroughly at how Barclays handled her situation as a vulnerable individual.

Ms H said that I hadn't addressed the implications of Barclays' failure to log important call details, which she said could indicate a lack of accountability in its processes. And although Ms H acknowledged that I'd explained our service cannot consider the impact on other customers, she said she was still concerned about the impact on others, and this could have broader implications beyond her individual case.

Ms H said her original complaint included a request that call recordings be sent to her, so the lack of access to this information could be seen as a failure in Barclays' service.

Ms H said that overall, while I'd made some progress in acknowledging her concerns and increasing compensation, she felt several key points remained unaddressed and required further consideration, particularly regarding the emotional impact of the situation, financial burden, and the need for accountability from Barclays.

I understand that Ms H would like me to look into her case in considerable depth. However, I do consider I have enough information and evidence in this case to provide a fair and reasonable outcome here.

Ms H has stressed that this remortgage cost her around £7,000 in extra mortgage payments, and she's said she could send further evidence on that point. I won't delay a resolution in this case in order to request that evidence, because even if Ms H were to evidence losses of this scale, that doesn't mean it's fair and reasonable to ask Barclays to pay that.

We know Ms H had difficulties getting the title on her property in order, so that it could provide security for Barclays' lending. We also know these problems delayed her remortgage, between September and December 2023. But those problems weren't caused by Barclays, and it isn't responsible for compensating Ms H for that delay. On Ms H's complaint call, she described those problems, which she said took months to resolve. When doing so, she said clearly to Barclays *"..none of this at this point is your fault.."*. So I don't think Barclays has to increase its payment in respect of mortgage costs for Ms H.

Ms H wanted me to take account of Barclays' failure to log important call details, and its failure to provide evidence. I set out in my provisional decision that I hadn't been sent all the call recordings requested, however, I did consider I had been provided with sufficient evidence to make a decision on what's fair and reasonable in this case. That remains my view here. I have also taken into account, in reaching my decision, where Ms H's account of events has not been refuted by call recording evidence from Barclays.

Ms H has asked me again to look into the wider implications of her complaint, for other customers, and suggested there are wider failures in Barclays' procedures. I've explained I'm not able to take the implications for other customers into account in resolving her case.

Ms H said her original complaint to Barclays included a request for call recordings. However, I have listened again to the original call where Ms H made this complaint, and although I can hear that Ms H wanted Barclays to listen to the call she had on Saturday 16 December as part of its response to her complaint (which Barclays notes show it has done) I haven't been able to hear that Ms H asked Barclays then to send her this recording, as she suggests.

In conclusion, I am satisfied here that I've fully discharged the duty upon me as an ombudsman to make a decision which is, in my opinion, fair and reasonable in all the circumstances of the case. And I haven't changed my mind. I'll now make the decision I proposed in my second provisional decision.

### **My final decision**

My final decision is that Barclays Bank UK PLC must pay Ms H the sum of £350 in compensation.

Barclays Bank UK PLC must also pay £1,329, which is the difference between one and a half months mortgage payments, based on the payment that Ms H made to her previous lender in January, and the mortgage payment she made to Barclays Bank UK PLC once this mortgage did complete.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 13 February 2025.

Esther Absalom-Gough

**Ombudsman**