

The complaint

Ms S's complaint is about a mortgage account held with The Royal Bank of Scotland PLC trading as The One Account (and referred to here as RBS).

Ms S says she was told by RBS on the telephone on 4 October 2024 that it had issued a final response letter (FRL) on her complaint on 4 October 2024, and she had to chase RBS to send her a copy of this. RBS later acknowledged this was a system 'glitch' and the FRL referred to had been issued on 23 May 2024.

Ms S is also unhappy that she wasn't able to speak to a specific member of staff (who I will refer to as F) when she called the bank, and about a delay in responding to a Data Subject Access Request.

Ms S also raised other issues with us, but in a decision dated 18 June 2025 I explained that I am only able to consider Ms S's complaint about what she was told on 4 October 2024, about the unavailability of F when Ms S wanted to speak to her, and the delay in providing the DSAR.

What happened

I don't need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Ms S being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision.

Ms S has an interest-only mortgage with RBS, the term of which expired in 2021. Because the outstanding balance has not been repaid, RBS has begun legal action to take possession of the property (which has since been adjourned).

Ms S spoke to RBS on 4 October 2024. The agent to whom she spoke said, in error, that a final response letter (FRL) had been issued on that day. The agent quoted from the letter, but was, in fact, (and inadvertently) reading from an earlier FRL sent on 23 May 2024. Ms S asked for a copy of the "new" 4 October 2024 FRL and chased RBS for this several times, ultimately raising a new complaint that she'd not received it.

On 3 December 2024 RBS issued another FRL addressing this new complaint. The FRL explained that there was no FRL dated 4 October 2024. RBS said that, due to a system glitch, when Ms S spoke to the agent on that date, the FRL the agent pulled up on screen was the one dated 23 May 2024, but that it had been populated with "today's" date – that is, 4 October 2024.

RBS acknowledged Ms S had been led to believe there had been another FRL issued by the bank on 4 October 2024, when this wasn't the case. RBS also acknowledged it hadn't responded to emails to Ms S in a timely manner. RBS paid compensation of £150 to Ms S.

Dissatisfied with RBS's response, Ms S brought her complaint to our service.

An Investigator looked at what had happened. She was satisfied that the bank hadn't issued a FRL on 4 October 2024, and that its system had populated an earlier FRL with that date when it was pulled up on screen.

The Investigator noted that Ms S had wanted to speak to F, but didn't think it was unreasonable for other staff in the team to speak to Ms S if F wasn't available.

The Investigator thought the bank's customer service had fallen short, because it failed to acknowledge Ms S's emails sent between 9 October 2024 and October 2024. In addition, RBS could have explained to Ms S earlier that there was no 4 October 2024 FRL. RBS offered compensation of £150 for any distress and inconvenience caused by this, which the Investigator thought was fair and reasonable.

RBS confirmed it had arranged for the information requested by Ms S in her DSAR to be sent to her.

Ms S didn't accept the Investigator's findings, and asked for an Ombudsman to review 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.

As I said above, Ms S also raised other issues with us about her mortgage account, which, on 18 June 2025, I decided were out of time for us to consider. I've revisited my decision, and can see no reason to depart from the conclusions reached in that decision.

In relation to the matters I am able to consider, I've reached the following conclusions.

4 October FRL: I'm satisfied there was no FRL issued by RBS on 4 October 2024. The bank has explained that its system populated an earlier FRL issued in May 2024 with the date when it was pulled up from the records, leading F, to whom Ms S was speaking, to tell her in error that the FRL was dated 4 October 2024.

This error caused Ms S some upset, as she was expecting to receive a FRL dated 4 October 2024, and she chased the bank for a copy of this multiple times, sending seven emails before RBS replied on 19 October 2024. The email dated 19 October 2024 compounded the error, as it also said a letter had been sent to Ms S on 4 October 2024, when it had not.

It wasn't until RBS's FRL dated 3 December 2024 that Ms S received an explanation about what had happened when she spoke to F on 4 October 2024, and that no FRL of that date existed. I think RBS could, and should, have identified the system error sooner than it did, and I'm satisfied that its error caused Ms S some upset.

Request to speak to F: Ms S was unhappy that she wasn't able to speak to F, who, Ms S says, told her she finished work at 6pm. When Ms S called before 6pm, F wasn't available.

RBS has explained that the phone lines for its End of Term (EoT) team (in which F works) close at 6pm, but that, depending on shift patterns, F might not be working up until that time.

It appears Ms S misunderstood that F had said she works until 6pm, as a result of which she was unhappy that F wasn't available when Ms S called.

I'm satisfied that Ms S could have spoken to other members of staff on the EoT team, as they all have access to the same information. There is also no requirement for RBS to provide a dedicated staff member to deal with Ms S's account.

In the circumstances, while I acknowledge Ms S was unhappy that she wasn't able to speak to F, I'm not persuaded there is any error on the part of RBS here.

Data Subject Access Request: I understand that this has now been sent, albeit outside the timescales required.

Conclusion

I'm satisfied that RBS's customer service fell short in relation to the incorrect information Ms S was given about a FRL having been sent on 4 October 2024, the lack of response to Ms S's emails about this, and in relation to the delay in sending the DSAR.

As a result of these errors, Ms S was caused distress and inconvenience. RBS has offered compensation of £150, which I'm satisfied is fair and reasonable in all the circumstances, and so I don't require the bank to do anything more.

The mortgage term expired almost four years ago, and is overdue for repayment. I am aware that Ms S has spoken to a financial adviser, and I note RBS has provided Ms S with details of a number of debt advisory services.

In the absence of proposals to repay the mortgage, RBS would be entitled, as a last resort, to take legal action. Where a mortgage term has expired, the powers of the court to suspend possession are very limited indeed. The Financial Ombudsman Service has no power to intervene in possession proceedings and, whilst lenders may agree to postpone legal action while we look at a complaint, they're not obliged to do so, and we can't force them to.

If the Financial Ombudsman Service had that power it would undermine our impartiality between the parties to a complaint. It would also create the potential for consumers to use our service to bring complaints with the intention of having any legal action put on hold, thereby obstructing businesses that are exercising their legal rights to take action through the courts to recover money legitimately owed by the consumers.

I do not wish to alarm Ms S but I would not want her to be under any misunderstanding that we would tell RBS that it must adjourn or postpone any legal action in the event of any new complaint being raised about the mortgage. It is a matter for a court to decide whether it is appropriate to adjourn or suspend any enforcement action, not this service.

I would therefore urge Ms S to put in place her repayment strategy for the mortgage as soon as possible and to speak to her financial adviser, a debt advisory service or a solicitor about her options.

My final decision

My final decision is that, if it has not already done so, The Royal Bank of Scotland PLC trading as The One Account Must pay Ms S £150 compensation. I make no other order or award.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 18 July 2025.

Jan O'Leary
Ombudsman