

## **The complaint**

Mr D complains that he received no communication from Barclays Bank UK PLC before it took court proceedings to repossess his property.

## **What happened**

Mr D had an offset mortgage with Barclays with a mortgage reserve account. The term ended in 2023, but a balance remained due. Barclays says that the balance due in February 2025 was £107,388.72. Mr D says he heard nothing from Barclays until he was texted by an agent of the bank on 19 November 2024 telling him that there was a repossession hearing on 18 November 2024 which was the first he knew of it.

Barclays said that as a balance remained due it tried to contact Mr D in September 2023 about repaying the balance, but the bank was told that Mr D was unwell and that his wife would be dealing with the mortgage. Barclays said that it required a letter of authority from Mr D to discuss the account with his wife and that Mr D needed to visit his local branch with documentation to verify it. As Mr D didn't do that - he says he never received the letter or instructed the response - the bank says that this process wasn't completed. Barclays says that the account was transferred to the maturity team but no contact was established and so in April 2024 the bank says that it told Mr D by letter that a field agent would visit the property, but Mr D requested that it be stopped. Mr D says he was unaware of all this.

Barclays said that it then passed the account to the litigation team. Mr D raised a complaint with the bank that his mail was being intercepted fraudulently. Barclays says all correspondence was despatched to the customer's correspondence address. Mr D says that he knew nothing about all this until November 2024 when he raised a complaint about fraud. Barclays accepted that it hadn't responded to the fraud complaint and offered compensation of £200. Our investigator didn't consider that in general Barclays had done anything wrong and that the £200 offered was fair for its failure to respond to the complaint. Mr D disagreed and asked for a review.

## **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 D complains that Barclays letters to him are being intercepted and that someone has been corresponding to Barclays without his knowledge and that fraud is being committed. My role is not to investigate whether Mr D is a victim of fraud as we are not equipped to do so and I see that Mr D has contacted the police. We are an informal dispute resolution service, and my role is to decide whether Barclays did anything wrong.

The background to this is that Mr D's mortgage term ended but there was still a balance due to Barclays. In those circumstances it would be reasonable for Barclays to contact Mr D to see what plans he had to repay the balance and Barclays seems to have done that by using the contact information it held on the file. I see nothing wrong with that. Barclays then received correspondence from or on behalf of Mr D. I can't criticise Barclays for that as it

wasn't the author of that correspondence. One of the letters that allegedly was written on behalf of Mr D requested that Mr D's wife have permission to speak to Barclays about Mr D's account. In order to do so, Barclays required a form of authority from Mr D but did not receive it and did not enter into that conversation about Mr D's affairs. Again, that appears to be the correct way for Barclays to handle that approach.

If, as Mr D suggests, someone was intercepting his mail and corresponding without his authority to Barclays, I can't see how Barclay would be at fault for that. Mr D says that at some time he was told that the address Barclays held on the system was incorrect. But the letters I've seen sent by Barclays are to Mr D at the address which he has used in correspondence to this service. So, If Barclays was writing to Mr D at that address and sending the letters by normal post and they weren't being returned but Barclays was getting correspondence in response - it would be reasonable for Barclays to assume that the correspondence was received. I note that in his email to us of 28 April that Mr D says that the request for a form of authority was not requested by him and that should have sparked a review. But this is not unusual for a customer to request a third party to speak on his behalf so wouldn't have sparked an investigation. Mr D also asks for an investigation in relation to a text which was sent to a field agent in April 2024 purportedly from Mr D requesting that the field agents visit didn't take place. But upon investigation by Barclays that text is no longer held by the agent so I can't see how Barclays can investigate it.

I note - particularly in his email to us of 13 May 2025 - that Mr D has asked to see correspondence that Barclays may hold. Could I suggest that Mr D direct that request to Barclays. I note that Mr D says that he requested this documentation by way of a subject access request ("SAR") but received no response. If that is the case Mr D may wish to consider raising a complaint with Barclays about that issue and of course can ask us to review the matter if he is dissatisfied with Barclays response. I should also say that our role is not to monitor Mr D's continuing relationship with Barclays but if he has continuing issues with how the bank communicates with him, he should in the first instance raise this with the bank.

But in respect of this complaint - my role is to decide whether Barclays did anything wrong and, except as referred to below, for the reasons set out above I don't consider it did. The bank is owed money by Mr D and it was reasonable for Barclays to try to make contact with him and I can't see how, until Mr D contacted the bank in late 2024, that it could reasonably have been aware if someone was interfering with his post and sending correspondence to Barclays without his authority. The problem is when Mr D raised this issue of fraud in November 2024, Barclays didn't deal with it as a complaint which would have been very frustrating and annoying for Mr D. So, I believe that Barclays should pay compensation to Mr D for his distress and inconvenience, and I believe that the figure suggested by Barclays of £200 is appropriate.

### **Putting things right**

Barclays Bank UK PLC should pay Mr D £200

### **My final decision**

I uphold this complaint and require Barclays Bank UK PLC to pay Mr D £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 10 September 2025.

Gerard McManus

**Ombudsman**