

## The complaint

Miss B's complaint is about how Metro Bank PLC treated her after she started experiencing financial difficulties. She's also unhappy that Metro Bank insists on communicating by letter or telephone, rather than emailing, which would be her preference.

## What happened

Miss B took advice from an independent mortgage broker in 2017. It recommended that she take a repayment mortgage with Metro Bank for £297,000 over a term of 30 years. The mortgage had an interest rate product attached to it, which fixed the interest rate at 2.64% for five years.

In 2023 Miss B started having financial difficulties and couldn't afford the mortgage payments. Arrears built and, as Miss B was not interacting with Metro Bank and no mortgage payments were being made, it decided to take legal action.

Having informed Miss B this was the case; she cleared the arrears and fees on the account in February 2024. Metro Bank removed the additional interest balance as a gesture of goodwill. The legal action was stopped at this point. However, within days of repaying the arrears, Miss B missed making the February 2024 payment. She contacted Metro Bank a few days later to make the payment, but that was the last payment she made.

As Miss B was still not interacting with Metro Bank and the arrears were again growing, it decided to restart legal action. A possession hearing was booked for 15 May 2025. Miss B's solicitors contacted Metro Bank for information about redeeming the mortgage and for balances for the mortgage, arrears and fees and charges. This information was provided before the hearing, but no further contact was made.

The court hearing took place, and a possession order was issued. Miss B had four weeks to repay the mortgage or Metro Bank could apply for an eviction warrant. It did so and an eviction date was set for August 2025.

In the meantime, Miss B contacted Metro Bank in July 2025 saying that she wanted to make a complaint. She then asked Metro Bank to suspend the legal action to give her some space to be able to sort out another financial situation that would mean she could pay the mortgage.

Metro Bank responded on 15 July 2025. It said that it had been unable to identify a specific complaint point being made about it. So instead, it set out what it needed in order to pause the legal action – a conversation with her about her circumstances and information about her financial position so that it could complete and affordability assessment.

Miss B subsequently clarified her concerns as:

- A letter from the bailiffs the court had appointed having sent a letter to her that was in a clear envelope and unsealed and so could have been read by others with access to the communal areas of the property.

- That her vulnerable status had not been acknowledged by Metro Bank – that it wanted to communicate by telephone rather than email, as she would prefer due to the emotional distress her situation has caused her.
- That Metro Bank was still pursuing the repossession despite a complaint having been made.
- That the complaint had not been investigated properly.

Metro Bank issued another complaint response on 25 July 2025. It said that the court had appointed the bailiffs and so the matter of the letter needed to be referred to the court. In relation to Miss B's comments about the method of communication, it said that the last communication it'd had from her in October 2024 had not included such a request. It had attempted contact by both telephone and email, and it had sent out field agents to Miss B's home but had been unable to establish contact. However, it had now updated the account to confirm Miss B's preferred method of communication. Metro Bank said that while it acknowledged Miss B's vulnerability, it said it still needed to understand her circumstances to be able to see if it could help her and pause legal action. The complaint about the logging and handling of the complaint was rejected as Metro Bank was satisfied that it had handled the complaint correctly.

Miss B was not satisfied with Metro Bank's response and asked us to consider her complaint. When she did, she explained that her request for emailed correspondence rather than discussing matters by telephone was because *'Written communication enables me to process complex and sensitive information in my own time, ensures a full and transparent record, and avoids the significant anxiety phone contact has caused. This is not a matter of convenience, but a necessary and reasonable adjustment due to vulnerability, ...'*

One of our Investigators considered the complaint, but he didn't recommend that it be upheld. He didn't consider that Metro Bank had treated Miss B unfairly.

Miss B didn't accept the Investigator's conclusions. She said that Metro Bank issued communications by email when it suited it, so she considered it should issue all communications by email as she had requested. She asked that the complaint be escalated as she considered that it did not adequately answer her complaint.

The Investigator considered Miss B's further comments, but they did not persuade him to change his conclusions. He highlighted that while a lender has obligations toward its customers, as set out by the Regulator, fulfilling those obligations requires co-operation from that customer.

### **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 has said that she wants Metro Bank to only contact her by email – not telephone or by letter. It appears that Miss B has only recently informed Metro Bank that this is the case, and so I can't find that it was wrong to attempt to contact her by telephone previously. Given the explanation of why she prefers email detailed above, I also don't think it's unreasonable that Metro Bank has and continues to send some correspondence by post. Its standard systems will be set up to send statements and standard letters by post and I don't think that would cause Miss B difficulty, given her explanation of why she wants correspondence in a written format. Metro Bank has also confirmed that it has noted Miss B's preference.

However, I would say that given the situation Miss B's mortgage is in, in order to see if Metro Bank is able to provide her with assistance and repossession can be avoided, there

will need to be an interactive conversation. Metro Bank should consider if there is an alternative to a telephone conversation to achieve this – possibly an instant chat option or a face-to-face discussion at a branch, where Miss B could have someone with her for support.

I would explain that the Mortgages and Home Finance: Conduct of Business Sourcebook (known as MCOB) sets out at MCOB 13 what lenders are required to do to help borrowers in arrears. A lender is required to explore ways to resolve an arrears situation. For long-term difficulties, a lender must also look at ways to help, such as transferring a mortgage from capital and interest repayment to interest-only for a period, deferring interest for a period of time or capitalisation of arrears. Balanced against that is the lender's obligation to ensure that any arrangement is affordable and sustainable.

However, the requirement for a lender to try to help a borrower doesn't mean that a consumer should be given whatever they ask for. Rather the lender needs to determine if it can put forward any proposals that will actually help the consumer and not just postpone the inevitable if the mortgage isn't and won't be affordable going forward. That said, repossession should always be a last resort, taken after all other options have been explored.

In order to try to help a borrower a lender needs information about the individual's financial and employment situation at the time and any anticipated changes going forward. It is clear from Metro Bank's records that it has tried to speak to Miss B on numerous occasions since she stopped paying her mortgage in order to explore her situation and what, if anything, it can do to assist her. However, Miss B has not co-operated with that process, so Metro Bank has not been able to try to help. In that situation, it was not unreasonable for Metro Bank to start legal action. Nor was it wrong to pursue that legal action when, after repaying the arrears, Miss B again stopped paying the mortgage.

While Miss B has told us that she hopes to receive funds from action she's pursuing against other financial businesses, there are many variables involved in that situation. There are no guarantees that Miss B can provide about the success of the action, and there are no fixed timescales for its resolution. As such, I would urge Miss B to speak to Metro Bank and give it information about her wider financial situation, so that it can see if something other than repossession can be arranged.

Miss B commented that the Investigator didn't mention Metro Bank's obligations under the Consumer Duty when he reached his conclusions. I have considered the Consumer Duty, along with all the other relevant regulations, guidance and good industry practice when reviewing this complaint. I don't consider that Consumer Duty makes any difference to my findings. I do not consider that Metro Bank acted inappropriately when it decided to take legal action initially or, ultimately, when it decided to pursue the repossession of Miss B's property.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss B to accept or reject my decision before 12 December 2025.

Derry Baxter  
**Ombudsman**