

The complaint

Mr H complains that Barclays Bank UK PLC unfairly added fees and charges to his mortgage when payments were missed. Mr H said he now faces legal action by Barclays, seeking to recover the balance of a mortgage which fell due in 2016.

What happened

Mr H has previously complained to our service about why his mortgage debt had increased. An ombudsman decided that this happened because of *“outstanding interest payments, which became mortgage arrears when they were missed, and the associated charges and costs surrounding them”*. But the ombudsman also said *“Mr H has said that he disputes the addition of charges when his payments were missed. But Mr H’s dissatisfaction in this regard sits outside the scope of his complaint. Mr H can complain separately to Barclays if he feels that they were wrongly applied.”*

Mr H complained about this to Barclays, who initially argued his complaint was a duplicate of the earlier complaint. Barclays has since said Mr B’s complaint, which is about things that happened more than six years before Mr B asked our service to look into this complaint, would be out of time, and so not within the jurisdiction of our service. Both our investigator and Mr H agreed with this, so I won’t consider this point further.

But our investigator thought we could look at what had happened in the last six years before Mr H raised this complaint with Barclays. He agreed with both sides that this is what he would consider, and then said he didn’t think this complaint ought to be upheld. He said he could see interest charges had been applied because Mr H’s mortgage remained open, as well as solicitor fees added following action taken by Barclays as Mr H’s mortgage term had ended without payment being received. Our investigator said he thought both of these types of fees and charges appeared to have been charged fairly and he hadn’t seen anything to suggest that the figures shown were incorrect.

Mr H wanted our service to look at how his mortgage was managed between 1991 and 2004, because he said his mortgage was managed incorrectly at the outset, which meant the figures we were looking at now were also incorrect. He said he would send some extra information about that. But Mr H didn’t provide this additional information in the time given to him to do so. Because no agreement was reached, this case came to me for a final decision.

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.

I’ve reached the same overall conclusion on this complaint as our investigator.

I’d like to start by saying a complaint by Mr H that his mortgage was mismanaged between 1991 and 2004 would be a different complaint to the one first put before our service in this case. I would not be able to consider that before Mr H had asked Barclays to look into this.

So I'm satisfied that it's appropriate now to go ahead with a decision on the complaint Mr H brought to us in June 2025, about the application of fees and charges to his mortgage.

Mr H and Barclays have agreed that our service cannot look back more than six years from the date of his complaint. It's not clear when he raised this complaint with Barclays, as Barclays initially considered it was the same complaint he made earlier, and provided no formal response.

The date of the previous decision of our service was 9 September 2024, and it seems likely Mr H raised this concern with Barclays not long after this, as Barclays has indicated that it wrote to Mr H on 8 October 2024. So I've looked back at all the charges I can see on Mr H's mortgage account from October 2018 onwards.

I can see that Mr H made no payments between 2018 and late 2024. Interest has continued to accrue on this debt, as I would expect.

Charges were added to Mr H's mortgage account for "*general solicitors costs*" on

- 19 December 2019 (£48)
- 10 May 2019 (£48)
- 26 June 2019 (£331.20)
- 29 Feb 2020 (£385.20)
- 2 January 2024 (£683.20)
- 29 January 2024 (£55.20)

This seems to me to be consistent with Barclays having started legal action before the pandemic, paused any repossession during that period (in line with rules and guidance at the time) and then recommenced more recently. I haven't seen anything to suggest these fees were incorrectly applied to Mr H's mortgage.

I understand that Mr H will be disappointed, but I don't think this complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 January 2026.

Esther Absalom-Gough
Ombudsman