

The complaint

Mr and Mrs A complain that The Royal Bank of Scotland Plc (RBS) has not complied with a recommendation made by this Service in respect of a previous complaint.

Whilst the mortgage is in the names of both Mr and Mrs A, I can see that it is Mr A who has been dealing with the complaint with both RBS and this Service, so I may refer solely to him in parts of my decision. I mean no disrespect by doing so.

What happened

Mr and Mrs A took out a mortgage with RBS in 2008 for a term of 30 years. In 2012, they took out a further advance over a term of 10 years (sub-account 3).

In 2022, they complained to RBS – and subsequently to this Service – that RBS would not allow them to have a new interest rate when they requested one in March 2022 and that it would not extend the term on sub-account 3. An Investigator from this Service looked into this complaint and in July 2023 she recommended the following redress, which was agreed by RBS:

- Mr and Mrs A complete an income and expenditure (I&E) assessment, in order for RBS to understand their circumstances and work out a plan for the arrears.
- Following the completion of an I&E, RBS should extend the term of sub-account 3 to match the main part of the mortgage.
- RBS should backdate a rate from March 2022 for the main part of Mr and Mrs A's mortgage.
- The interest charged between March and December 2022 should be reversed and £300 compensation awarded as per RBS's final response letter.

Mr and Mrs A now complain that RBS has not complied with the third of these bullet points, in respect of putting a new rate in place and backdating this.

Following numerous attempts to contact Mr A during August and September 2023, an I&E was completed on 26 September 2023. After some further enquiries about the information contained within this, RBS extended the term of sub-account 3 in November 2023.

RBS contacted Mr A in December 2023 to confirm that the term for sub-account 3 had been extended and he was advised of the choices for the new rate which would be backdated. However, Mr A did not confirm which rate he wanted to be applied.

Numerous attempts to contact Mr A were made following this. The options were reconfirmed in January and March 2024 and RBS explained that once Mr A had selected the rate then the account would be reworked and the mortgage balance updated. On 12 March 2024, the line cut off and RBS attempted to call him back but was unsuccessful.

There was no further contact until October 2024, when Mr A called RBS as he had received a message from the financial assistance team. He was unhappy that RBS had not contacted him back in March 2024. RBS issued a final response to this new complaint on 17 November 2024. It accepted that Mr A had been told during a call on 12 March 2024 that an email would be sent to him regarding the agreed redress, however this had not been done and there had been no call back from RBS. Whilst RBS also noted that there was still

scope for Mr A to have contacted RBS and that no payments had been made to the mortgage, it compensated Mr A with £100 for the upset caused due to him not being contacted back.

In response to the new complaint, RBS also reiterated that Mr A was required to confirm which product from March 2022 he wished to proceed with for the rate to be applied and backdated, gave him the available options, and invited him to contact RBS to discuss this.

Mr A made a further complaint in January 2025 as he wanted the hold on the account to be extended. RBS said that unless this Service specifically asked it to place a hold on the account, it would not place any further hold on the account as Mr A was not willing to come to an arrangement or discuss the arrears.

Our Investigator looked into Mr and Mrs A's complaint. He accepted that RBS had failed to contact Mr and Mrs A after March 2024 but was satisfied that they had been made aware of what the next steps were. He was of the view that Mr and Mrs A also had the option of contacting RBS had they not received a call back as expected. The Investigator was unable to agree that RBS was fully at fault for failing to implement the recommendations made by this Service as it needed confirmation from Mr and Mrs A about which rate they wanted to select before it could proceed. The Investigator thought that RBS's offer to still rework the account once Mr and Mrs A had selected their preferred rate was fair and reasonable and was also satisfied that the £100 compensation for failing to contact them from March 2024 onwards was fair.

Mr A disagrees with this, so the case has come to me to make a decision. He says that he is not confident that all of his communications with RBS, including the call recordings, have been properly reviewed. He says that he selected the rate he wanted in March 2024.

I note that Mr A has said that he is still in communication with RBS in respect of this matter and has asked for more time to wait for its response. I have considered this but I also note that RBS has confirmed to this Service that it is not looking into this complaint again and is awaiting the final decision. Given the amount of time this complaint has been ongoing, and that it relates to RBS's actions historically in not implementing the recommendations from July 2023, I am satisfied that I can go on to issue my final decision without waiting for any further information from Mr A about any current actions by RBS.

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.

Having looked at the evidence, I agree with the Investigator's view for broadly the same reasons and I've explained my reasons further below.

I should say at the outset that I will not be revisiting the complaint which was resolved by this Service in July 2023. The complaint I will be looking at is that RBS has failed to implement the recommendations made by the Investigator in respect of the previous complaint.

I can see from RBS's contact notes that, following the resolution by this Service, it attempted to contact Mr A on numerous occasions between August and October 2023 to complete an I&E and then to clarify some information provided. There were many occasions when RBS was unable to make contact and also numerous occasions when it was able to speak to Mr A but he indicated that he was too busy to complete the I&E at those times.

I can see that, following the closure of Mr and Mrs A's previous complaint, RBS contacted this Service in October 2023 to inform us that it had encountered complications when trying to put the Investigator's recommendations in place. It said that it had made numerous efforts to contact Mr A over several weeks but had only managed to complete an I&E with him on 26 September 2023. It also sought some clarification about the resolution in the Investigator's view.

I am satisfied that, once the information in the information in the I&E had been clarified, RBS extended the term of sub-account 3, in line with the recommendation of the Investigator. This was completed in November 2023. Although we would normally expect a business to comply with a recommendation within four weeks, given that it was recommended that the term extension should only be done once the I&E was complete and RBS experienced difficulties in obtaining this information from Mr A, I can't say that RBS has acted unfairly or unreasonably in not extending the term sooner.

In December 2023, RBS again made numerous attempts to contact Mr A. On many occasions, it was unable to get through or leave a message. On the occasions when an adviser did get through to Mr A (on 5 December, 8 December and 15 December), he indicated that he was unable to continue to the call.

On 19 December 2023, an adviser did speak to Mr A and informed him that the term for sub-account 3 had been extended to the end of the main mortgage term. He was also informed that he needed to choose which rate from two options he would prefer in order for this to be backdated to March 2022. Mr A indicated that he did not want to make a decision on the rate that day as he didn't have his paperwork and asked for some further information. He said that he was going on holiday until mid-January and was made aware that no decision on the rate until then would delay progress being made.

An email confirming the available rates was sent to Mr A on 28 December 2023. This also said that the adviser would attempt to call him on 11 January 2024 but this was not guaranteed so Mr A to call in if he did not receive a call.

Further attempts to call Mr A were made during January 2024. On 18 January 2024, RBS was able to get through to Mr A; it was reiterated that the term of sub-account 3 had been extended and he was given the choices for the new rate again and advised that once he picked a rate the account would be reworked and balance amended. Mr A advised of some health problems and said that he couldn't make a choice at that time so asked to be called back in February 2024.

In February 2024, RBS contacted this Service again indicating that despite extending the term on sub-account 3 and giving Mr A the opportunity to choose a new rate, he would not give a definitive answer which meant there was another delay. It asked for this Service's assistance to contact Mr A to confirm which rate he would like so it could send out the new documentation. RBS indicated that it would have no option but to progress the account for repossession if Mr A did not cooperate.

On 14 February 2024, Mr A contacted this Service and said that he had been unwell but would contact RBS the same day to select a rate. RBS's contact notes show that he did call RBS on 14 February 2024 as he had received a call from this Service. However, he refused to speak to anyone other than a specific member of staff, who was away from work at that time.

On 12 March 2024, RBS was able to speak with Mr A. It was again reiterated that it still needed him to advise which rate he wanted to go onto. He indicated that he wanted concrete figures for what would be taken off the balance and was advised again that the account would be reworked once he had picked a rate so the figures could only be provided once the rate had been picked and calculations made. Mr A asked for confirmation of the interest being backdated to be sent to him in writing so he could calculate this himself before picking a rate. Mr A advised that the line would cut off as he was travelling. The adviser said that he would request the information and that he may try and get back in contact to discuss the matter. He said to Mr A that if he didn't manage to get in contact then could Mr A give RBS a call and Mr A said that he would do that.

Although Mr A has said in response to the Investigator's view that he selected a rate in March 2024, I am not persuaded that this is the case. RBS has confirmed that it has only been able to locate one call from this time, on 12 March 2024. I have listened to this call and

I am satisfied that Mr A does not select a rate during the call. As set out above, he wanted it put in writing that the interest would be backdated before he made any selection.

The next contact was from Mr A in October 2024, which was prompted by him receiving a text message from RBS's financial assistance team. It was only at this stage that Mr A indicated that he was unhappy that he had been waiting for RBS to contact him since March 2024. So I am satisfied that there was no further call in March 2024 during which Mr A selected the rate.

RBS has accepted that it did not contact Mr A following the call on 12 March 2024 or send him the requested information. I am satisfied that the £100 compensation it offered him in respect of this was fair in the circumstances.

As set out above, RBS made Mr A aware in December 2023 – and reiterated to him again in January 2024 and March 2024 – that the term for the sub-account had been extended and that he needed to select which of the two available rates from March 2022 he wanted in order for it to backdate this to March 2022 and recalculate the balance on the account. Whilst I accept that RBS did not contact Mr A following the call on 12 March 2024, it had made numerous attempts to obtain the information it needed from Mr A prior to this without success and he was aware that, in order for RBS to complete the reworking of the account, he needed to select the rate he wanted. Mr A could also have contacted RBS in the absence of it calling him had he wanted to progress matters.

RBS reiterated in its final response in November 2024 that it would still apply the rate from March 2022 and backdate this once Mr A had confirmed which rate he wanted. I think this is fair and reasonable in the circumstances. And I am satisfied that RBS is not responsible for the fact that the recommendations made by this Service in July 2023 have not yet been implemented as, as of December 2025, it was still awaiting Mr A to select which of the two available rates he wanted in order to action the recommendations. Whilst I appreciate that Mr A wanted it in writing that the rate would be backdated, this had already been made clear in the July 2023 resolution, so I don't think that the absence of this information has reasonably prevented Mr A from selecting which of the two rates he wanted since December 2023.

I understand that Mr A was also unhappy that RBS had not placed a hold on the account when he initially made his complaint. I note that no payments have been made towards the mortgage since December 2019 and the arrears now stand at around £100,000. In those circumstances, I don't think it was unreasonable for RBS not to put the account on hold given the length of time no payments have been made. In any event, I understand that this has been dealt with and that a hold was subsequently placed on the account pending the outcome of this complaint as a result of a request from this Service in June 2025.

I suggest that Mr A contacts RBS to select which of the two available rates he wants, so that RBS is able to apply this to the account and recalculate the balance in line with the recommendation from this Service in July 2023.

I know my decision will come as a disappointment to Mr A, but I can't say that RBS has acted unreasonably in the circumstances of this case, and I don't uphold this complaint.

My final decision

For the reasons I've explained above, I don't uphold this complaint and don't require The Royal Bank of Scotland Plc to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 13 March 2026.

Rachel Ellis

Ombudsman