

complaint

Mrs P has complained to this service about a mortgage taken out in 1984. Her complaint is comprised of three issues:

- That she took out a repayment mortgage with Barclays Bank Plc, trading as Woolwich, in 1984 and that Barclays should not, therefore, be pursuing her for payment of an interest-only mortgage;
- That Barclays is pursuing her for capital repayment of the mortgage when she believes that the mortgage ended in 2009;
- That a Barclays adviser reviewed a document that she showed him and agreed that it appeared to show that the mortgage was on a repayment basis, but that he has not confirmed that to her and subsequent meetings have been cancelled.

background

Mrs P complained to this service in late 2011 that Barclays was wrongly pursuing her for a mortgage balance. She told us that her mortgage was on a repayment - not interest-only - basis and that it had ended in 2009. After extensive investigation and correspondence, Mrs P received a final decision on that complaint from an ombudsman in May 2013.

Mrs P complained to this service again in February 2015. She told us that there were different and more recent issues to consider.

Our adjudicator looked at Mrs P's new complaint and explained why he felt that our service could not consider some of Mrs P's complaint and did not uphold the remainder of it.

Mrs P did not agree with this and asked for an ombudsman's decision. So it falls to me to make a final decision on this complaint.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I appreciate that this will be very disappointing for Mrs P, but having considered this case with great care, I do not uphold her complaint – and for broadly the same reasons as our adjudicator explained.

The rules under which our service operates – called the DISP rules - dictate that we can dismiss complaints without considering their merits. DISP rule 3.3.4A (5), part three, says that an ombudsman may dismiss a complaint where *“the subject matterhas been previously considered....under the Financial Ombudsman Service....scheme.”*

I am satisfied that the fact that Mrs P's original 1984 repayment mortgage was converted to an interest-only mortgage in 1985 was explained to her by our service in 2012. Our adjudicator provided copies of these findings to Mrs P and also quoted the relevant information in his view of November 2015.

So I will not consider the first point of Mrs P's current complaint, because it is directly related to her original complaint and our findings.

I have then considered the second part of Mrs P's complaint.

I can see that Barclay's and its agents have been attempting to secure a proposal for the repayment of the outstanding mortgage balance since the mortgage matured in April 2011. This has included setting out the monies owing in a series of letters and statements to Mrs P. I appreciate that Mrs P has not engaged with this because of her ongoing belief that her mortgage has already been paid off. But for the reasons explained to Mrs P in the letters on her original complaint, I am satisfied that Mrs P owes Barclays a substantial sum of money. Having looked at the current complaint file with care, I do not find that Barclays has behaved inappropriately or unfairly in its recent pursuit of repayment of that money.

So I do not uphold this aspect of Mrs P's complaint.

Finally, I have looked at whether Mrs P has been disadvantaged in any way by the actions of Barclays when she met with – or attempted to meet with – its staff.

Mrs P has explained to us that she met one of Barclays' branch staff in April 2014 and showed him the original 'offer of mortgage advance' letter from 1984. She has also said that he agreed with her that the offer was on a repayment basis. She is unhappy that she has not received further confirmation from him of that discussion.

I do not doubt Mrs P's recollection or description of that meeting. But as explained in our findings of 2012/13 and repeated above, the repayment mortgage set up in 1984 was converted to an interest-only arrangement in 1985. I think it is unlikely that Barclays' staff-member will have had access to that information at the time when he met with Mrs P, so I can understand why he agreed with her interpretation of events. Clearly, it would have been a courtesy for the staff-member to contact Mrs P as he had said he would. But I do not think that she has been disadvantaged in any way by his failure to do so. As noted above, Mrs P has been informed about the status of her mortgage – both its type and balance – by this service and, repeatedly, by Barclays. I do not think her situation would have been any different if he had explained the same issues to her.

Mrs P has told us that she had had two other meetings with Barclays' staff cancelled at short notice. Barclays has not been able to explain why this happened, other than to tell us that the branch where Mrs P had booked the meetings had no in-house mortgage-staff based there. It suggests this may have been the root cause of the cancellation. Again, I can see that this was an inconvenience and irritation for Mrs P. But I do not see that this has affected her situation in respect of her mortgage in any way. So I do not uphold these aspects of her complaint.

I have looked at Mrs P's complaint with care. I appreciate that she is both upset and surprised to discover that she owes Barclays a substantial repayment now that her mortgage term has come to an end. But the fact remains that she does.

While not upholding Mrs P's complaint, I would urge her – as my colleague did in 2013 – to engage with Barclays to find a mutually acceptable solution to her current situation.

my final decision

For the reasons that I have explained above, I am satisfied that we should not consider one part of Mrs P's complaint. Of the part that I have considered, my decision is that I do not uphold Mrs P's complaint.

I make no award against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs P to accept or reject my decision before 12 February 2016.

Roxy Boyce
ombudsman