

The complaint

This complaint is about a mortgage Mr P holds with Bradford & Bingley Limited (B&B). There are several elements to the complaint. Mr P is unhappy with:

- B&B charging the wrong interest rate during part of November 2001;
- keeping him in a phone call for an excessive amount of time in July 2020;
- what he considers are errors in a full breakdown of figures and calculations he asked for in respect of the mortgage;
- B&B not providing information about the balance used to calculate interest; and
- B&B debiting legal fees to his account in 2020.

In a jurisdiction decision issued separately, I confirmed that we had no remit to look into part one the of complaint as listed above, as Mr P had waited too long under our rules to raise the matter. In this decision, I address the merits of the remaining points.

What happened

The broad circumstances of this complaint are known to Mr P and B&B. I'm also aware that the investigator issued a detailed response to the complaint, a copy of which has been sent to all parties, and so I don't need to repeat the details here. Our decisions are published, and it's important that I don't include any information that might result in Mr P being identified. Instead I'll focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

The investigator gave her view of the complaint in June 2022; for the most part she didn't recommend it be upheld. The exception was the final point, relating to legal fees. These were eventually removed, but the investigator thought B&B had taken too long to deal with the matter, and should pay Mr P £100 compensation for his time, trouble and upset. B&B accepted the investigator's recommendation but Mr P has asked for the case to be referred to an ombudsman for review.

We didn't hear from Mr P immediately, but when we did he asked for the complaint to be reviewed by an ombudsman. The investigator gave him a further two weeks to make any final comments for the ombudsman to consider. That was on 27 September 2022. I'm satisfied Mr P has had ample opportunity to make a further submission and overall fairness requires me to bring this case to a conclusion rather than leave it hanging indefinitely.

What I've decided – and why

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers. In doing that, we don't replicate the work of the courts.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference

from anyone else. But in doing so, we have to work within the rules of the ombudsman service, and the remit those rules give us.

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

Having done so, these are my conclusions, and the reasons for them. I'll take each part of the complaint in order, starting with the phone call on 3 July 2020.

The call lasted about an hour and a half; Mr P thinks everything could have been dealt with in twenty minutes. That's a subjective point of view, and of course Mr P is entitled to hold it. But the test I have to apply is whether B&B "strung the call out" unduly and unnecessarily, to the extent that it resulted in Mr P being treated unfairly. In all the circumstances, I'm not persuaded that's what happened. Mr P had several enquiries, and none of them were of a type where the call handler had the reply to hand and could be answered on the spot. The call took as long as it did due to the nature and content of the conversation, simple as that.

On point two, the breakdown and calculations for the mortgage, Mr B has provided his own calculations, but I'm in no position to assess whether his version should be relied on instead of B&B's. If Mr P has a real and substantive belief (based on something other than his suspicion that all is not well) it is open to Mr P to arrange for the account to be audited by a suitably qualified and independent party.

The evidence of the audit could then be used as the basis for a new complaint, but not as the basis for this one to be reopened. I make the latter point because B&B would need to be presented with the finished audit first, and be given the opportunity to consider and respond to it.

Mr P would have to meet the cost of the audit, albeit if errors were found that were to his detriment, we would then expect B&B to reimburse any reasonable cost of the audit as well as taking any corrective action the audit revealed to be necessary. But as things stand, the available evidence doesn't give me reason to think that the breakdown and calculations B&B has provided contain substantive errors to Mr P's detriment.

I'm satisfied B&B provided Mr P with details of his interest bearing balance in a letter from March 2018. The interest bearing balance will generally differ from the actual outstanding balance at a given point in time, because the interest bearing balance is captured on one specific date; that is, 31 December each year.

Lastly, I've considered how B&B addressed Mr P's query over legal fees debited to his account. I'm satisfied it did the right thing by removing the fees, back dated to when they were debited. But I agree with the investigator that it could have addressed things a bit more quickly than it did. Having considered all the circumstances, I'm persuaded the delay will have caused Mr P modest inconvenience, for which £100 is fair compensation.

My final decision

I uphold this complaint in part only. In full and final settlement, I direct Bradford & Bingley Limited to pay Mr P £100. I make no other order or award.

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 January 2023.

Jeff Parrington
Ombudsman