

The complaint

Mr and Mrs M complain about a lack of understanding and harassment from Barclays Bank UK PLC whilst they've been undergoing financial difficulties and Mrs M has been unwell and undergoing treatment. and fees being added to the mortgage.

What happened

Mr and Mrs M have had a mortgage with Barclays since 2004 and the mortgage is to mature in September 2025. Mr and Mrs M had difficulties in the past managing their mortgage payments and Barclays raised fees and charges in the period before 2008. In recent years, the Coronavirus Pandemic and Mrs M's serious illness has affected their ability to make payments. Mr and Mrs M say that at this difficult time, Barclays harassed them by letter and phone and didn't consider their vulnerable situation. Mr M made that complaint by phone on 4 January 2023. On 9 January 2023 Barclays sent Mr and Mrs M a final response letter to their complaint, in which Barclays said that the letters it sent were regulatory requirements and referred to the difficulty Mr M had in making the payments to Barclays. Barclays offered compensation of £100. Mr and Mrs M brought the complaint to us. As a preliminary matter I issued a decision in which I said that because of the rules that apply to us I could only consider Mr and Mrs M's complaints about matters that occurred after 9 January 2023.

Our investigator's view was that through Mr and Mrs M's efforts they were able to bring the mortgage up to date which meant that over the period in question that there was a decrease in the communication from Barclays. The investigator referred to a letter of 16 November 2023 which referred to charges, but these were historic charges. Barclays accepted that its letter of 16 November was inadequate as it failed to identify the period that the charges related to and offered compensation of £75. Our investigator didn't recommend that this complaint should be upheld. Mr M disagreed saying that the complaint was about Barclays ringing and harassing Mrs M whilst she was physically undergoing treatment.

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.

This decision, for the reasons I set out in an earlier decision, is restricted to events in the period after 9 January 2023 which I describe as the relevant period. During this time, Mr and Mrs M, after being behind in their mortgage payments, brought the account up to date and reduced the mortgage balance considerably. It's a period when I can see that they were under a great deal of stress both because of Mrs M's medical condition and the resulting financial pressures they were under. Mr and Mrs M's complaint is about how they were treated by Barclays, including receiving "*horrible letters*", as Mr M describes them from Barclays and Mr and Mrs M being harassed whilst she was receiving treatment for a serious illness and in particular calls and texts she received whilst undergoing treatment.

I've looked for evidence that would support this complaint during the relevant period. Apart from the letter of 16 November I've not been shown any other letters that Barclays sent, or screenshots of texts that were sent during this period, which would constitute harassment. I

will deal with the November letter below.

Mr M refers to Mrs M getting a call from Barclays whilst she underwent treatment which they found particularly disturbing. I have difficulty investigating this as I don't have a date when this happened. Mr M recalls that it was when Mrs M was undergoing treatment in hospital. Mr M has sent us evidence of a number of outpatient medical appointments that Mrs M had. There are a number of appointments that fall within the relevant period including a couple in March. But I don't believe that the phone call that Mr M and Mrs M complain about falls within the relevant period. Firstly, Mr M in a phone call with Barclays on 3 February 2023 refers to Barclays ringing Mrs M whilst she was attending hospital – so it's likely to have occurred before that date at one of the appointments before the relevant period and so outside the time period that I can consider.

I've considered whether there might have been further calls at other appointments within the relevant period. Mrs M had a number of outpatient appointments in March 2023, but I listened to a call Mr M made to Barclays on 18 April 2023 which is the first one listed after March and I heard no reference to a recent unwelcome phone call. So, I believe that it's likely that the call Mr and Mrs M complain about occurred outside the relevant period that I can investigate.

I listened to most of the calls that Mr M had with Barclays staff from January 2023 onwards. On listening to those calls, I appreciate the strength of Mr M's feelings towards the company although he made clear that his was not directed towards the staff with which he was dealing. But this was a period when Mr M was initiating the conversations, whether to make payment, check when and what payment had to be made, check the outstanding balance on the account, check the length of term left on the mortgage or raise a complaint. It wasn't a period where Barclays was itself initiating any recovery action. After listening to these calls and considering the other evidence, I can't fairly say that there is evidence of Barclays harassing Mr and Mrs M during this period or otherwise treating them improperly and I can't fairly uphold that part of this complaint.

Mr and Mrs M got a letter from Barclays dated 16 November 2023. The letter I've seen was addressed to Mr M and headed "*Outstanding fees on your mortgage balance*". It says, "*Your current outstanding fees balance includes all unpaid fees or charges added to your account since your mortgage started*". The letter then sets out what the fees are. This was sent at a time when Mr and Mrs M were trying to pay off the mortgage balance and as the dates on which the fees were incurred weren't set out, it was unclear to them whether these were recent additional charges or historic ones. The final response letter makes clear that these were in fact historic charges and not recent ones.

Lloyds accepts that this wasn't clear in the November letter and that Mr and Mrs M were put to some trouble to get that clarified and offered compensation of £75. Although the November letter may have been unwelcome, its purpose was to provide information to Mr and Mrs M. It doesn't ask for or require immediate payment of the outstanding charges, so I can't be critical of its purpose. But I agree it should have been clearer about the period covered and £75 seems fair compensation for Mr and Mrs M's resulting trouble and upset.

My final decision

Barclays Bank UK PLC has made an offer of £75 to settle this complaint which I consider fair in the circumstances. So, Barclays should pay Mr and Mrs M £75.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to

accept or reject my decision before 27 September 2024.

Gerard McManus
Ombudsman