

## **The complaint**

This complaint is about a mortgage Miss A used to hold with Bank of Scotland PLC trading as Birmingham Midshires (“BM”).

Following an ombudsman’s jurisdiction dated 12 July 2023, this decision is limited to considering the merits of the following complaint point:

Before a court hearing took place Miss A says BM had promised to call her back, but failed to do so. Miss A also said that BM had promised to call her about the sale of the property, but did not do so.

## **What happened**

I will summarise the complaint in less detail than it’s been presented. There are several reasons for this. First of all, the history of the matter is set out in detail in correspondence, so there is no need for me to repeat the details here.

Furthermore, an ombudsman has already decided that most of Miss A’s complaints do not fall within the jurisdiction of the Financial Ombudsman Service. I therefore cannot comment on those matters.

In addition, our decisions are published, so it’s important I don’t include any information that might lead to Miss A being identified. So for these reasons, I will instead concentrate on giving the reasons for my 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.

For the sake of completeness, I am required to consider jurisdiction at every stage of the complaint. I’ve read the ombudsman’s jurisdiction dated 12 July 2023 and I agree with the conclusions reached in that decision about which parts of the complaint we are able to consider.

Miss A’s mortgage with BM was in arrears and BM had begun legal action to take possession of the property, with a hearing due to take place on 23 November 2016. Miss A says that in 2016 her case manager at BM had promised to call her after she told him that the Department for Work & Pensions (DWP) had reinstated her payments towards the mortgage interest, but that he didn’t call her. Miss A also says that the case manager (who I will refer to as MB) promised to call her about the sale of the property, but failed to do so.

In a letter dated 3 November 2016 BM explained that MB had been through multiple income and expenditure assessments with Miss A over the phone. BM explained that the arrears were around £17,500 and that in order to prevent the eviction from going ahead, Miss A would need to bring the account up to date.

In addition, the contact notes from 2016 shows that MB called Miss A the day before the eviction, on 23 November 2016. The call note says:

*“1 day check call made to customer to advise re situation, customer stated that has provided all the evidence requested and has no more information to send. explained that the information provided advises of ESA payments not DWP mortgage payments. Advised ILA and advised Shelter customer refused to take this information down. Cust kept saying I wasn’t the judge and kept repeating that not allowing to pay. Call terminated with prior warning to customer as customer kept repeating same things.” (sic)*

I’m satisfied, therefore, that BM *did* call Miss A before the eviction.

But even if, as Miss A says, MB was meant to call her again after he’d spoken to her on 23 November 2016 (and there is no evidence of this), I can’t see that she has been in any way put at a disadvantage. I note Miss A spoke to BM on 24 November 2016, the day of the eviction, to say that she was unaware it was going to happen. But I think that’s unlikely, given that Miss A had made an application to the court the day before to stop the eviction, and the court dismissed the application.

I therefore do not uphold this part of the complaint.

Miss A also says that MB had promised to call her before the property was sold. I think that is unlikely, because once the property was taken into possession, BM’s ‘property in possession’ and asset management team took over, and MB had no further involvement in the matter.

I therefore do not uphold this part of the complaint.

I fully appreciate that losing the property was very upsetting for Miss A, and I have no doubt this was a very stressful experience for her. But I’m unable to find BM has done anything wrong in relation to Miss A’s complaints that she wasn’t called back by BM.

### **My final decision**

My final decision is that I don’t uphold this complaint.

This final decision concludes the Financial Ombudsman Service’s review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any correspondence about the merits of it.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss A to accept or reject my decision before 26 October 2023.

Jan O’Leary  
**Ombudsman**