

The complaint

Mrs N complains on behalf of herself, and the estate of the late Mr N, about what happened when they asked Barclays Bank UK PLC to agree to the sale of part of their mortgaged property, which they'd developed into a separate home.

What happened

In 2020, Mr N asked Barclays to agree to the sale of part of the property that he and Mrs N had mortgaged with Barclays. They were then in the process of developing a barn on the land. Barclays agreed to that sale at the time.

Towards the end of July 2022, Mr N's solicitors and then Mr N himself, spoke to Barclays, saying that they now intended to go ahead with the sale. Barclays said it couldn't agree to that happening right away, it would need to review the decision again, because the previous agreement had been some time ago. It appears as if Mr N had intended to complete the sale on the day he contacted Barclays.

When Barclays was reconsidering whether it could release the mortgage on the part of the property, it made a mistake. Barclays told Mr N that he needed a fresh property valuation, because the last one was in 2012. It wasn't, Mr N had paid for a valuation in 2020, and that valuation was still valid. Barclays accepts this delayed its decision to allow Mr and Mrs N to go ahead with their sale.

The property sold in September 2022. Mr N complained that Barclays had caused delays in the sale, which resulted in considerable financial loss for himself and Mrs N. Barclays said in October 2022 that it would pay some of the direct costs Mr N told it he and Mrs N had incurred, and £500 in compensation, but it wouldn't pay the full amount Mr N wanted.

Mr N sadly, and quite unexpectedly, died in mid-November.

Some time after this, Mrs N renewed this complaint with Barclays. At first, Barclays said it wouldn't pay any more. Then Barclays reconsidered the complaint, and decided it would pay all the individual amounts Mr N had asked for, plus £500 in compensation. But Mr N had wanted all of the individual amounts that he'd requested multiplied by two, to allow for the emotional impact this complaint had on him and Mrs N. And Barclays wouldn't pay that. Mrs N has told Barclays that she feels it should honour Mr N's original request. So she asked our service to look into this matter.

Our investigator didn't think this complaint should be upheld. He said he was terribly sorry about what had happened to Mr N. And he accepted that any complaint would be stressful, but he couldn't say that Mr N's death was most likely to have been caused by what Barclays did. He thought that Barclays had made a fair and reasonable offer to resolve things, so he didn't think it had to do any more.

Mrs N said she didn't feel that £500 in compensation made up for what happened. She said she'd seen the impact this complaint had on Mr N, and she said his health had been

considered very good before this. She said that the outcome in no way represented the substantial distress that this had caused the late Mr N, her, and their family. And she told us about wider effects this had within the family.

Because no agreement was reached, this case then came to me for a final 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.

I'd like to say, before I begin, how very sorry I've been to hear about what has happened here. I appreciate that this will have been terribly upsetting for Mrs N.

Before Mr N sadly passed, he had set out for Barclays what he thought it should pay. That was as follows –

Credit card interest	£2,266.69
Mortgage interest	£646.06
HM Revenue and Customs interest	£35.06
Additional legal expenses	£720
Contribution to buyer's additional costs	£250
Refund of valuation survey fee	£769.66
Time cost for pursuing complaint (£40 per hour)	£480
Compensation for damage to credit rating	£500
Total	£5,667.47
Multiplied by 2, for emotional distress.	£11,334.94

Barclays has paid everything included in the "**Total**" above, plus £500 in additional compensation. I understand Mrs N feels Barclays should honour the original amount that Mr N requested.

I appreciate that Mrs N does of course feel very strongly about this complaint. And all the more so, because I understand that she firmly believes that Barclays is at least partly, and perhaps mainly, responsible for her husband's unexpected death. I have considered all that Mrs N has said about this, but I'm very sorry to have to tell Mrs N I'm not able to conclude that it would be fair and reasonable for me to hold Barclays responsible for that.

I understand that Mr N was under a considerable amount of financial stress at the time, and that any delay in completion of this sale would have added to this. But I also have to take into account that it would be very difficult to untangle a number of different issues at the time which could also have contributed to family stress then. And, importantly, there unfortunately isn't clear medical evidence to support what Mrs N says here. So I'm sorry to have to tell

Mrs N that I cannot fairly base my decision in this case on the foundation that Barclays is to blame for Mr N's death.

I do think that a mistake was made, and I can see Barclays accepts that. So what I have to think about is whether what it has done provides a fair and reasonable outcome here. I appreciate that for both Mrs N and her family, the losses have been terrible, but I've explained that I just don't think I can fairly hold Barclays responsible for that.

I think it's worth reviewing here what Barclays has paid. Mrs N mentioned a figure of around £2,000 when she asked us to look into this complaint, but I think Barclays has paid a little over £6,000. I think it's worth considering that, against what Mr N asked for.

Barclays paid the additional interest that Mr N calculated he and Mrs N had paid across six credit cards in August and September, whilst waiting for this sale to complete. It paid the additional interest they'd paid on their mortgage, which they would otherwise not have needed to cover. And it paid some interest charged by HM Revenue and Customs during this time.

Barclays also paid the additional solicitors costs Mr N said he'd had to cover, as well as a contribution to additional costs incurred by the buyer, a family member. It refunded the second valuation fee it had charged.

In addition to this, Barclays has also paid what Mr N asked for, in respect of the time he spent pursuing this complaint. He'd asked for £480 for that. I think it's also worth noting that our service would consider this to be part of a compensation payment, rather than a payment to cover direct financial loss.

Barclays also paid the amount of £500 which Mr N had requested for the damage to his and Mrs N's credit ratings. Again, this isn't a direct financial loss, so our service would look on this as part of the compensation Barclays paid.

Finally, Barclays paid £500 in addition to this, which it said it was paying as compensation.

Setting this against the costs that Mr N requested, I can see Barclays has covered the direct financial losses that Mr N told it about, which totalled a little less than £4,700. But its most recent complaint response letter to Mrs N indicates Barclays has paid in total £6,167.47. So just under £1,500 of that payment is what our service would consider to be compensation for what went wrong.

I know that Mrs N has said that no amount of money will ever be enough for what she considers Barclays is responsible for, and I do entirely understand her viewpoint here. But I've explained that I haven't been able to reach the same view on what Barclays is responsible for. And I do think that a payment which provides coverage for all the direct financial losses Mr N requested, and additional compensation of £1,480, does provide a fair and reasonable outcome to this complaint.

I understand that Mrs N will be disappointed, and is unlikely to agree with my decision, but I don't think Barclays has to do more than it has already done in this case. So I'm sorry to have to tell her that her complaint won't be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and the estate of Mr N to accept or reject my decision before 1 November 2023.

Esther Absalom-Gough
Ombudsman