

## **The complaint**

Mr S complains Barclays Bank UK PLC caused delays in providing information which resulted in him losing out on a mortgage product.

## **What happened**

The facts of the complaint are well known to both parties, so I will only provide a summary of the key points of the complaint.

Mr S was applying for a mortgage and required bank statements for his Barclays account. Mr S requested these on 8 October 2021. Mr S says he needed to submit the necessary statements by 15 October 2021 as part of his full mortgage application.

Barclays sent Mr S statements for his joint account instead of his sole account. There were also other internal issues which contributed to the delays Mr S experienced. Barclays sent the necessary statements by post on 22 October 2021. The mortgage product at the lower rate was withdrawn by the lender on 25 October. Mr S says he received the statements on 4 November 2021.

Mr S raised a formal complaint about the service he received as he said the delays had resulted in him missing out on the lower mortgage rate on offer. Mr S says Barclays should compensate him £2,000 for the losses it incurred.

Barclays reviewed Mr S' concerns. In its final response letter, it accepted there had been delays it could've provided a better service to Mr S. It offered a £100 in recognition of the impact these issues had on Mr S.

Mr S remained unhappy with this response and referred his complaint to our service. An Investigator reviewed the complaint and found that Barclays could've done better and recommended it make a compensation payment of £200. Barclays accepted this recommendation.

Mr S did not think the recommendation was enough – he explained Barclays should compensate him for the additional costs he now has to pay with the higher rate mortgage offer. Mr S asked for his complaint to be referred to an ombudsman 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.

There's a great deal of correspondence on this complaint and there has been a detailed investigation carried out by the Investigator. I expect Mr S will likely be disappointed in my findings here and perhaps with the level of detail I've gone into. But I'd like to reassure him that I've considered everything he's told us and sent us. I've focused on what I need to in order to reach a decision that is fair and reasonable in all the circumstances. This isn't meant as a discourtesy to Mr S. It simply reflects the informal nature of our service.

The key issue I need to consider in this complaint is whether Barclays should be held responsible for the losses Mr S says he has incurred as he was unable to secure the initial mortgage rate that was on offer.

Barclays accepts that it could've done better when Mr S initially requested his bank statements. Mr S was sent the incorrect statements and his request wasn't processed in a timely manner. This in turn resulted in delays in Mr S providing information to his mortgage broker. Mr S says he should be compensated for the losses he has incurred which are £2,000.

Delays and administrative errors are common when dealing with banking services. And these issues can result in financial losses. DISP 3.7 of the Financial Conduct Authority's handbook allow this service to put things right by compensating financial losses and making awards for distress and inconvenience.

This means I can hold Barclays responsible for financial losses if they were incurred as a direct result of its inaction, and if the losses were foreseeable. But it's not always fair to hold a business responsible for everything that happens following a mistake. Some losses that flow directly from a mistake may not have been a reasonably foreseeable result of the error. In this case, I'm not satisfied that the consequential losses Mr S has claimed were reasonably foreseeable by Barclays when Mr S contacted it requesting statements.

There has been a detailed discussion in the investigation of this complaint about Mr S's ability to use printed statements. Essentially Mr S says only traditional postal statements with a date on would be accepted by the mortgage lender. Barclays says Mr S could've attended branch to request printed out copies, as these are the same as the postal version. I am satisfied there is enough evidence to suggest Mr S did need Barclays to send printed copies of the statements for his mortgage application.

Even with this consideration in mind I don't think Barclays can be held responsible for Mr S losing his initial mortgage offer. As outlined by the Investigator the mortgage wasn't guaranteed and there were a number of other factors which could've resulted in Mr S missing out on the mortgage offer. And I don't think it could have been foreseeable that the mortgage product at the rate Mr S had been given initially would be removed from sale. So, I don't think it would be fair to hold Barclays responsible for the ensuing chain of events and the £2,000 losses claimed by Mr S.

However, I do think some compensation is due for the delays and poor service Mr S experienced. Barclays accepted early in the complaints process that it had caused Mr S delay and provided a poor service. It also says it could've done more to expediate Mr S' requests. I think the £200 recommended by the Investigator is a fair offer and reflects the impact of the error on Mr S. I say this because Mr S had to spend extra time contacting Barclays to chase the statements and it's clear he was eager to resolve the issues swiftly. And I appreciate the mortgage application process can be time consuming and stressful, and Barclays was aware Mr S required its assistance with this process.

Mr S says £200 fails to accurately reflect the impact the issues have had on him. Reaching an award for distress and inconvenience is seldom straightforward. The issues involved are subjective by their very nature and the impact on the consumer can be difficult to determine. And it's important to note these awards are not intended to be punitive for the business. So in the overall circumstances of Mr S' complaint I am satisfied £200 is a fair award and in line with our service's approach to compensation.

I know Mr S will be disappointed with the outcome I've reached on his complaint. But this final decision ends what our service can do for Mr S in respect of this complaint. However, he can reject my decision and pursue the matter elsewhere if it wishes to do so.

### **Putting things right**

Barclays Bank UK PLC should pay Mr S £200 compensation in recognition of the distress and inconvenience he suffered because of its poor customer service.

### **My final decision**

For the reasons given above, I uphold this complaint and require Barclays Bank UK PLC to put things right by doing what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 April 2023.

Chandni Green  
**Ombudsman**