

## **The complaint**

Mrs N's complaint is about a joint buy-to-let mortgage she is a party to with Barclays Bank UK Plc. She is unhappy that despite there being a marital dispute marker on the mortgage account, Barclays attached a new interest rate product to the account without her consent. In addition, she believes Barclays altered the email address and telephone number it held for her during the application process. She's said the matter has caused her significant stress and financial loss.

Mrs N wants a criminal investigation launched into the actions of the joint mortgage holder in light of the identity and mortgage fraud he committed. In addition, she wants the email and address he provided to Barclays for her to be removed from its records. Furthermore, she would like to be sent copies of all the correspondence sent in relation to the application, including that sent to her at the fraudulent email account.

## **What happened**

In June 2022 a new interest rate product was added to the joint mortgage Mrs N holds. The change was arranged by the other borrower and Mrs N has confirmed she was not aware of what was happening until after the application had been accepted and the change completed. She raised concerns with Barclays in July 2022 and it accepted the signature on the application form was not Mrs N's.

Barclays ultimately upheld Mrs N's complaint, as the signature on the forms was clearly not hers, and there had been a marital dispute marker on the account. As such, the joint party to the mortgage should not have been allowed to change any details on the account and Barclays should not have processed the change without verifying Mrs N's signature. It was confirmed the new interest rate product could be removed from the mortgage if that was what Mrs N wanted. In addition, it was explained that a fraud awareness marker could be placed on the account, which would ensure that any contact made was verified. However, if Mrs N wanted the fraud reported elsewhere, she would need to contact Action Fraud and the police herself – it was not something Barclays did. Barclays offered Mrs N £350 to compensate her for the distress and inconvenience she had been caused. In relation to obtaining documentation relating to the application, Mrs N was told she would need to make a Subject Access Request and was told how to do so.

Mrs N was not happy with Barclays' response and referred her complaint to us. When she did so, we explained that as the joint accountholder was not a party to the complaint, we would only be able to consider the impact of the mistake Barclays had made on Mrs N. In addition, we could not consider whether or not Barclays had taken action in relation to the joint accountholder.

The Investigator went on to consider the merits of the complaint. He confirmed Barclays had either taken, or offered to take, action to place Mrs N in the position she would have been had the product application not been allowed to proceed. This was both in relation to the mortgage and Mrs N's contact details. However, given the background to the situation, the Investigator considered Barclays should increase the compensation payment to £500.

Barclays accepted the Investigator's view of the complaint. Mrs N didn't. She said that she didn't think the outcome was representational of the impact the mistake had, or the long-term implications of Barclays' continued failures. She reiterated the events and errors on the part of Barclays that had led to the complaint being made. In addition, she said that she expected compensation in the sum of £5,000 for the emotional turmoil, and long-term emotional and physiological impact the mistakes had on her. Mrs N also confirmed that she was receiving therapy to deal with the anxiety Barclays had caused her. She asked that the complaint be passed to an Ombudsman for review.

### **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 would initially comment on one of Mrs N's recent questions. She has asked for information about how the Barclays employees who were involved with the mistakes happening had been dealt with and what procedures Barclays has put in place. Just as Mrs N is entitled to her privacy, so are Barclays' employees, as is the joint accountholder. As such, it would be inappropriate for Barclays to release information to Mrs N about what it had done in relation to the employees or any investigation of, or action taken, in relation to the joint accountholder.

In addition, Mrs N wants to know what procedures Barclays has taken to ensure such situations can't occur in the future. This service deals with individual complaints about the service customers have received from their financial services providers. We do not have the power to tell a firm how to run its business – that is the remit of the Regulator, the Financial Conduct Authority. As such, this issue is not something we can comment on or become involved in.

Mrs N has said she wants a 'criminal investigation' into the other accountholder to be instigated. As Barclays has said, in order for a criminal investigation to be undertaken, Mrs N would need to report the matter to Action Fraud and the police, as they are the bodies that would complete any investigation that is appropriate.

Barclays has accepted that due to the marital dispute marker the rate change application should not have proceeded. As such, I don't need to determine if a mistake has happened, rather all I need to consider is what reasonably needs to be done to remedy the situation. Barclays has already confirmed that it will remove the interest rate product if Mrs N wants it to. That offer remedies the material error, in that it gives Mrs N the option to be placed back in the financial position she would have been in, but for the mistake. As such, I will now consider the amount of compensation Barclays reasonably should pay Mrs N for the upset its error caused her.

Mrs N has explained how this situation has impacted her and believes the compensation of £500 the Investigator recommended is inadequate and should be £5,000. When considering how much a business should pay a consumer as compensation we look at the upset and inconvenience caused by that business and the event being complained about. Mrs N has provided some additional information about the background to the situation between the joint borrower and herself, and the effect that had already had on her. It is clear that the error by Barclays would have added further upset and stress to the existing situation. However, as I have said, I can only ask Barclays to compensate her for the effect of the mistake it made, and I am satisfied the £500 our Investigator recommended is appropriate in the circumstances.

**My final decision**

My final decision is that I uphold this complaint. In full and final settlement Barclays Bank (UK) PLC should pay Mrs N £500 compensation for the additional upset and the inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs N to accept or reject my decision before 15 December 2023.

Derry Baxter  
**Ombudsman**