

The complaint

Mr S's complaint is about his buy-to-let (BTL) mortgage account with Barclays Bank UK PLC. Mr S says that, because of long call waiting times, and because Barclays didn't respond to his secure messages, he wasn't able to secure a new interest rate product for his mortgage. By the time he was able to contact Barclays, interest rates had increased.

To settle the complaint, Mr S wants Barclays to switch his mortgage to an interest rate that would have been available on 4 August 2022.

What happened

I do not need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Mr S being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision. If I don't mention something, it won't be because I've ignored it; rather, it'll be because I didn't think it was material to the outcome of the complaint.

Mr S's mortgage was on a fixed interest rate that expired on 2 November 2022. In April 2022 contacted Barclays to discuss a new five-year fixed rate. He was told that the earliest he could reserve a new rate would be 90 days before 2 November 2022, when his current rate was due to expire. Mr S was told that, if rates didn't change, his payment on Standard Variable Rate (SVR) would be £609.76.

Mr S diarised the matter to 4 August 2022. He has told us that he attempted to contact Barclays by telephone and online chat on 4 and 5 August 2022, but was left on hold and then cut off unexpectedly. In particular, Mr S said that he was on hold for two hours on 5 August 2022 when the call was then answered, and he was immediately cut off. As a result of not being able to speak to Barclays, Mr S says he lost out on the interest rate product that was available at that time.

Mr S was able to speak to Barclays later in August 2022 and secured a new rate to begin in November 2022. But Mr S complained to Barclays because it wouldn't honour rates that were available on 4 August 2022.

In its final response letter dated 14 September 2022 Barclays apologised for any problems Mr S might have experienced in contacting the bank. Barclays offered Mr S £200 compensation for this. However, Barclays explained that, because at that time interest rates were changing rapidly, the bank wasn't able to honour any previous rate.

In November 2022 Mr S switched his mortgage to a new interest rate product, fixed at 3.12% until 2 February 2028. The monthly repayments during the fixed rate period are £892.71.

In February 2023 Mr S complained to the Financial Ombudsman Service. He said Barclays' phone system isn't fit for purpose, because it doesn't tell customers where they are in the queue so they can decide whether or not to continue holding. Mr S said that, by not being

able to choose a new fixed rate in early August 2022, he's lost out financially and thinks Barclays should compensate him.

An Investigator looked at what had happened. She thought the complaint should be upheld and asked Barclays to honour the rate that would have been available if Mr S had been able to speak to the bank on 4 or 5 August 2022. The Investigator said that, when Mr S's call was disconnected, she'd have expected Barclays to have called him back.

Mr S accepted the Investigator's findings, but Barclays did not. The bank said that The Bank of England Base Rate (BOEBR) rose on 3 August 2022, which subsequently resulted in Barclays experiencing an unprecedented number of calls as people were looking to fix their mortgage rates to avoid further increases in the BOEBR.

Barclays said that it wouldn't have been possible to call Mr S back on 5 August 2022 because no caller verification or details had been taken, and the call handler would immediately have taken another call, due to the call volumes. In addition, due to the volume of calls and online chats being made, it would not have been possible for the bank to identify which customer had been disconnected from a chat. Barclays also searched its system and found no log-in activity for the relevant dates in early August 2022.

Finally, Barclays said that it has to treat all customers fairly and that it wouldn't be appropriate to honour a rate for one customer who faced long call wait times or disconnected the call when contacting the bank during this period when others would have faced the same circumstances and weren't able to get the rate they wanted.

Because the matter is unresolved, it falls to me to issue a decision.

Provisional decision of 27 March 2024

I issued a provisional decision where I made the following findings.

I've noted Mr S's criticisms and comments about Barclays' phone and chat systems. I fully acknowledge how frustrating it is to be held in a phone queue with no indication of how many callers are ahead of you. This is an inconvenience we all experience. But I have no power to tell Barclays what systems it should have in place or how to run its business.

I've reviewed the evidence both parties have provided of calls and chats with Barclays. It's not been possible from the extract of a chat Mr S has sent us to identify when those took place. However, Barclays has explained that, in order to start a chat or send a message, a customer would need to be logged in.

I've seen Barclays' records of Mr S's log-ins and there was no log-in on 4 August 2022.

Mr S has provided a screenshot of his phone showing a call to Barclays that was timed at 01:59:59 – so almost two hours. There is no date on the call, but I accept what Mr S has told us, which is that this was on 5 August 2022.

I don't know if Barclays cut off the call, or if it was Mr S's network provider. I say this for the following reasons. I don't know which network Mr S is on, but all mobile networks have what is called a 'fair usage' policy. For example, O2's policy specifies that calls are disconnected after 60 minutes, and Virgin Mobile will disconnect calls at 60 minutes, because customers are charged for calls that take longer than 60 minutes, and so need to re-dial. Other mobile networks have a two-hour or three-

hour fair usage policy. Given this, I think it is more likely that, after Mr S had waited for two hours to speak to Barclays, it was his network provider that disconnected the call rather than Barclays.

By the time Mr S was able to speak to Barclays to fix a new rate, interest rates had increased. With a fixed-rate mortgage interest rate product, the bank borrows funds in the wider markets so it can lend that money to customers at a specific rate of interest. Individuals customers apply for a tranche of these funds, and once all the tranches have been applied for, the product is withdrawn. This is demand-led and so it is literally a case of first-come, first-served.

Barclays has explained that on 3 August 2022 the Bank of England's Monetary Policy Committee voted to increase the Bank of England base rate by 0.5% percentage points, to 1.75%. This resulted in an unprecedented surge of customers wanting to secure a new interest rate product.

I fully acknowledge that Mr S is unhappy that, by the time he spoke to Barclays, the rate he wanted was no longer available. But overall I'm not persuaded Barclays is at fault, or is under any obligation to offer Mr S a rate that would have been available on 4 August 2022. I am therefore not upholding this part of the complaint.

I accept Mr S was caused some inconvenience by the long call waiting times, and that he suffered some discomfort and distress due to his health issues. However, I think Barclays' offer of compensate of £200 is fair and reasonable and so I'm not intending to order the bank to do anything further.

Barclays accepted my provisional decision.

Mr S has made some further points. He's reiterated the arguments he's previously made. Mr S also says that interest rates rose on the afternoon of 4 August 2022, and that Barclays has lied about this being on 3 August 2023.

Mr S has also provided screenshots showing he received a passcode from Barclays to log in on 4 August 2022. Mr S says he was on hold and cut off multiple times. Mr S says this is more than just an inconvenience for him because he is disabled. Mr S says that Barclays is *"allowed to inflict this misery on hundreds of thousands of their disabled customers"*.

Mr S has also raised a number of questions he wants Barclays to answer to his satisfaction.

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've reviewed the file in its entirety, including my provisional decision and the additional comments made by Mr S.

I will explain first that the Financial Ombudsman Service is independent of both consumers and the businesses they are complaining about. This means that we don't act for consumers, nor do we take instructions either from consumers or businesses, or allow either party to direct the course of our investigations; were we to do so, it would compromise our independence and impartiality. It's up to us to determine what evidence we need in order to investigate a complaint. So although I've noted the questions which Mr S would like answered, it's not my role to put those questions to Barclays or act as his representative or go-between on this case.

I've noted what Mr S has said about interest rates. However, both Mr S and Barclays are correct; the Bank of England's Monetary Policy Committee voted to increase the BOEBR by 0.5% percentage points, to 1.75% on 3 August 2022. This is a matter of public record and is noted on the Bank of England's Monetary Policy Report. This then led to the Bank of England increasing rates the following day, after which Barclays, along with other lenders, amended their mortgage interest rates.

I accept the screen shots show Mr S logged into Barclays' portal at 11:14 on 4 August 2022. However, I also note that Mr S was outside the UK at this time, and that he received a message just over an hour later from his phone provider that to access the internet, he'd need to buy what I assume to be a roaming package. There is therefore a plausible reason why Mr S's calls were disconnected, if he was using roaming services.

It doesn't appear from its records that Barclays was aware on 4 August 2022 that Mr S is disabled. I also can't see any evidence that, prior to August 2022, he requested the bank put in place any reasonable adjustments in the way the bank communicated with him arising from his disability. I also don't have any power to tell Barclays what phone systems it should have in place.

In the circumstances, whilst I have every sympathy that Mr S had problems contacting the bank, I'm not persuaded that this is entirely the fault of Barclays. It follows that I do not think Barclays is under any obligation to put in place an interest rate product that was withdrawn by the time Mr S was able to speak to the bank. Other customers in the same circumstances also missed out on securing new mortgage interest rates because they weren't able to get through to the bank, and it wouldn't be fair or reasonable to treat Mr S differently from those customers.

I therefore see no reason to depart from the conclusion reached in my provisional decision. I am satisfied that the £200 offered by Barclays for problems Mr S experienced in contacting the bank during the periods when it was very busy is fair and reasonable in all the circumstances.

I know this isn't the outcome Mr S was hoping for. I do have considerable sympathy for him, particularly given his disability. But I have to put aside any feelings and decide the case on the basis of the evidence. Having considered all the evidence, I'm unable to uphold the complaint that Barclays should give Mr S the interest rate he might have been able to secure on 4 August 2022.

If Mr S decides not to accept this decision, he will be free to pursue his grievances against Barclays through the courts. I would suggest Mr S takes legal advice from a solicitor before commencing any legal action.

My final decision

My final decision is that Barclays Bank UK PLC must pay Mr S £200 compensation. I make no other order or award.

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 discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 May 2024.

Jan O'Leary
Ombudsman