

## **The complaint**

Mr M complains that Barclays Bank UK PLC mis-sold the Help to Buy Individual Savings Account (HTBISA) he opened in 2019.

## **What happened**

Mr M says that when he visited a branch of Barclays he was given advice that he would get a Help to Buy bonus as long as the property he bought was under £450,000. But Mr M says he has recently found out that this limit applies to London, and that outside of London the limit is £250,000. He says the person who opened his account failed to mention this key term, and due to a specific health condition he has, he heavily relies on the verbal information that he was given. He says the branch staff should have noted where his address was when giving him the limits. Mr M made a complaint to Barclays.

Barclays partially upheld Mr M's complaint. They said the colleague who spoke to Mr M should have been more specific when explaining the details of his account, so they credited his account with £100. But they said they do not agree Mr M was mis-sold the account. They said Mr M opened the account on a non-advised basis, so the onus was on Mr M to ensure the product meets their own needs.

Barclays said that upon Mr M opening the account, they sent him a copy of the terms which outlined the exact terms of the price caps to be eligible for the HTBISA, which also gave him a 14 day cooling off period to review the terms and conditions of the account. They said they don't set the terms and conditions for a HTBISA, as they are simply a facilitator for these accounts. Mr M brought his complaint to our service.

Our investigator did not uphold Mr M's complaint. She said as the product was non-advised then she couldn't say Barclays mis-sold the account to Mr M. They said Barclays staff can inform customers about the accounts available, but a customer is expected to ensure that any account they open suits their needs and it is fit for purpose.

Mr M asked for an ombudsman to review his complaint. He made a number of points. In summary, he said Barclays were aware of his specific health condition as he had told them a number of times, although he couldn't recall whether he told the member of staff who opened his account about his specific health condition, he had asked for financial advice from Barclays, he wasn't aware it was a non-advised product he opened, and no other savings accounts were discussed.

## **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.

Mr M has made a number of points to this service, and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.

I'd like to thank Mr M for being open with his specific health condition that he's told us about. While I'll not name the specific health condition as part of this decision to help protect his identity, I can assure Mr M that I've read everything he's said about this and how this affects him.

Barclays have told us that they weren't aware of Mr M's specific health condition. They've provided evidence of his system notes and his customer profile, and I can confirm that this is not recorded on his profile. I'm aware that Mr M may be in the process of obtaining calls to see if he's mentioned it to them before, and that they should've been aware of this. But I'd be unable to look into this as part of the complaint Mr M brought to our service, as this was not addressed by Barclays in response to the complaint he brought to them originally. Mr M may be able to raise a separate complaint with Barclays if they should have done something they haven't done here. If he is unhappy with their response, then he may be able to bring this separate complaint to our service.

I've considered what happened when Mr M opened his HTBISA in the branch. It's not possible for me to know what was said as part of Mr M opening his account in the branch, as any Closed-circuit Television (CCTV) footage wouldn't be available after this amount of time has passed, and it would also be unlikely to contain audio.

When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities I'm not persuaded Mr M would have been told he was getting advice. I say this because the product Mr M opened was non-advised. And as Mr M has told us that the member of staff didn't discuss any other savings accounts, this supports him not being advised on what product to open. So I do think it's likely that the member of staff didn't tell Mr M they were giving him advice.

Based on the location of the branch, it's possible that the member of staff only gave Mr M the £450,000 figure, instead of both the £450,000 and £250,000 figure. And Barclays have not disputed this possibility.

I can see that Barclays also sent Mr M a welcome pack after he had opened the account. They have told us this information was also available to Mr M digitally. So it may have been possible for Mr M to use software to read this information out to him. But if Mr M was unsure of the contents of the welcome pack and the key facts he was sent, then it would be reasonable for him to query these with Barclays. I can see that the key facts document he was provided with says *"You can open a Barclays Help to Buy: ISA if you're saving for your first home up to the value of £250,000 (or £450,000 in London). Please make sure you've read the Help to Buy: ISA scheme rules before applying."*

If Mr M hadn't read the HTBISA scheme rules before applying, then he would have had a 14 day cooling off period to cancel his account if he felt another ISA was more suitable for him. And in 2019 when the account was opened, Barclays would have no knowledge of the property value or location in which Mr M intended to purchase in the future. I'm not persuaded that because Mr M lived in a specific city in 2019, that this meant he would look to purchase a house in a specific location several years after he opened the HTBISA.

Ultimately, as part of the declaration Barclays have said Mr M agreed to it said *"I have been supplied with, or have had made available to me, a copy of the Scheme Rules, or have been provided with, or had made available to me, a link to the website where the Scheme Rules can be accessed, and I agree to be bound from the date of this agreement as an Eligible Customer by the Scheme Rules, as such may be amended and/or restated from time to*

*time.*” So I’m unable to conclude that the non-advised HTBISA was mis-sold to him on the basis Barclays didn’t offer advice on this product.

Barclays paid Mr M £100 compensation if he was only told of the £450,000 limit. I’m satisfied that this is fair, and it is in line with our awards if this happened. As Barclays have paid this to Mr M, it follows that I don’t require Barclays to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 26 June 2024.

Gregory Sloanes  
**Ombudsman**