

## **The complaint**

Mr Y complains about misleading information he says Barclays Bank UK PLC gave him. He believes this has led to him incurring a final repayment charge (FRC) of £275.

## **What happened**

Mr Y took a mortgage with Barclays in 2006. The mortgage was set up over a 20-year term and was due to end in 2026.

In 2023, Mr Y called Barclays as he wished to make an overpayment to reduce the balance to a minimal amount. Mr Y believed that if he left a minimal balance and allowed the mortgage to run until 2026, he wouldn't have to pay the FRC.

Mr Y says he was given incorrect information by Barclays which led to him paying more than the total amount outstanding. He complained to Barclays saying this would trigger the FRC to be payable and he had deliberately set out to avoid paying this.

Barclays responded to Mr Y's complaint. It apologised for any inconvenience it had caused. And it confirmed that if Mr Y didn't pay the FRC, then the mortgage would continue to the maturity date and the FRC wouldn't be payable. Barclays offered Mr Y £50 for any incorrect information it had provided.

Unhappy with this response, Mr Y referred his complaint to us. One of our Investigators looked into the complaint and was satisfied that Barclays offer was fair in the circumstances. Mr Y didn't accept this and asked for the complaint to be considered by an Ombudsman. So, it's been passed to me to review and make 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 understand Mr Y feels very strongly about the incorrect information he says Barclays has provided him. And he believes this has led to him now being required to pay the FRC. However, Barclays has confirmed to Mr Y, in its final response to his complaint, that it will allow the mortgage to run until its natural term end of 2026, even though the account is now technically in credit by a small amount.

Barclays has also confirmed that if the mortgage runs to the term end, the FRC will not apply. So, whilst Mr Y may not have achieved exactly what he wanted to in leaving a small outstanding balance but is now in fact in credit, he has achieved his overall goal of not having to pay the FRC.

I can't see that Mr Y has suffered a financial loss as a result of the information that Barclays provided. Other than to have paid around £2 more than he needed to. But this will presumably be refunded to Mr Y when the mortgage comes to an end. And Barclays has offered £50 for any incorrect information it may've provided. I've thought about this. Whilst it

must have been frustrating to have received conflicting information, as I've said, Mr Y has achieved what he set out to do. And he hasn't suffered a financial loss. So, I think £50 is fair compensation for the small amount of inconvenience this matter has caused.

### **Putting things right**

Barclays Bank UK PLC must pay Mr Y £50 compensation for the distress and inconvenience this matter has caused.

### **My final decision**

I uphold this complaint and direct Barclays Bank UK PLC to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 20 August 2024.

Rob Deadman  
**Ombudsman**