

## The complaint

Mr A's complaint relates to a mortgage he has with Barclays Bank UK PLC. He doesn't feel that he has been adequately supported given his personal circumstances and vulnerabilities. In particular, Mr A is unhappy with the information Barclays is reporting to credit reference agencies about the mortgage and believes that it is being unfair when doing so, given his situation. He has said that he considers the missed payment markers being recorded are '*fraudulent*' and are preventing him from obtaining further credit, which he needs to fund medical treatment.

In settlement of the complaint Mr A wants Barclays to reduce the balance of the mortgage to what it was at the end of May 2022, when he stopped making payments. He will then sell the property and if there is a shortfall, will come to an arrangement with Barclays to repay that sum. In addition, Mr A wants his credit file cleared of adverse information about missed payments and arrears.

## What happened

Mr A took out his mortgage with Barclays in 2014. He borrowed £975,000, plus fees, over a term of 18 years on an interest-only basis. A tracker interest rate product was attached to the mortgage until 2017. Further interest rate products were taken thereafter, and in 2020 a fixed interest rate product was attached to the mortgage. The product ended on 30 April 2022 and the mortgage reverted to a tracker interest rate, where interest was charged at 3.49% above Bank of England base rate. This was set out in section 4 of the mortgage offer Barclays sent Mr A on 9 March 2020.

Discussions took place in the spring of 2022 between Mr A and Barclays about permission to let the property, given he had not been living in the property for some time, and alternative interest rate products. Mr A was not satisfied with the outcome of those conversations and made a complaint. He also cancelled the direct debit mandate that Barclays had used to collect payments to the mortgage and no further payments were made after May 2022.

Mr A was not satisfied with the response from Barclays to his complaint and he referred it to this Service. On 28 November 2023 one of my Ombudsman colleagues issued a decision on that complaint. The complaint was about Barclays' actions and the effect they had on Mr A and his mortgage. The complaint was upheld and redress was awarded. However, Mr A did not accept the decision and so Barclays did not alter his mortgage in line with the Ombudsman's award.

Mr A contacted this Service again in May 2024 to ask us to consider a complaint about the information Barclays was recording on his credit file. He considered that the information was fraudulent and Barclays was not treating him fairly.

Following us informing Barclays about the complaint, Mr A added some additional complaint points. Barclays responded to the complaint in a letter of 29 July 2024. It didn't uphold the complaint as it was satisfied that the information it had passed to credit reference agencies was correct. Barclays said that if a plan to address the arrears could be reached, it would re-offer the resolution set out in the November 2023 final decision as a gesture of goodwill.

However, as Mr A had not accepted the final decision, the changes, including amending Mr A's credit file, would be applied from the date of the final decision. In relation to the other points about the support it had given Mr A, and in particular how he was treated in a phone call in July 2022, Barclays again rejected the complaint.

Following this Mr A continued to ask Barclays to review his concerns and to reach a different outcome and an accommodation. As the complaint was with this Service, Barclays declined to comment further.

One of our Investigators considered the complaint. He confirmed that he was only considering the period after the final decision of November 2023, but he didn't recommend that the complaint be upheld.

Mr A didn't accept the Investigator's findings and asked that his complaint be escalated. He also raised concerns about events that had occurred since July 2024. The Investigator confirmed that he would need to raise those concerns with Barclays in the first instance.

### **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.

Before I address the merits of Mr A's complaint, I would like to assure him that I am aware of his health situation and how serious it is, and I would like to thank Mr A for how open he has been about his situation. I would reassure him that I have kept his circumstances in mind when assessing this complaint, but as our decisions are published, I will not include any of the details he has provided us with in order to ensure that they do not allow him to be identified.

I would also confirm that the Equality Act requires Barclays to make reasonable adjustments to ensure people with protected characteristics (disability being one such characteristic) have equal access to the services it provides. What it doesn't require Barclays to do is to change its policies (or apply them differently), or create products just for that customer, such that would fundamentally alter the nature of the service provided.

Our enabling legislation, the Financial Services and Markets Act 2000, provides at section 225 that we are required to resolve complaints "*quickly and with minimum formality*". We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else. That means I don't have to address every individual question or issue that's been raised if I don't think it affects the outcome.

In reaching my decision, I will have regard for the law and good industry practice where relevant, but my overarching responsibility is to decide what is fair and reasonable in the circumstances. That can sometimes mean reaching a different outcome from what might prevail in court. We don't have the authority to determine whether or not a business has breached legislation, broken the law, or is in breach of contract, and we don't award damages – all of those matters fall within the remit of the courts.

We have no regulatory function; that's the role of the Financial Conduct Authority (FCA); nor are we a consumer protection body. We're an alternative dispute resolution body; an informal alternative to the courts for financial businesses and their customers to resolve their differences. We deal with individual disputes – when we're able to – subject to rules laid down by the FCA (which are known as the DISP Rules).

I would also at this point confirm that I will not be commenting on or reconsidering any of the events included in Mr A's previous complaint and addressed in my colleague's final decision of 28 November 2023. Nor will I be considering events that have occurred since Barclays responded to Mr A's complaint in July 2024. This is because, as our Investigator explained, our rules require a financial business to be given the opportunity to respond to a complaint before we become involved.

Mr A has complained about the level of support he has been given and he doesn't believe that Barclays has fulfilled its obligations under the Consumer Duty toward him. I would firstly comment that the Consumer Duty, as a set of rules and guidance introduced by the FCA in 2023, requires financial businesses to think about what they can do so that, in general, consumers get good outcomes. However, that doesn't mean that it will always be the case, or that a lender needs to set aside its policies or lending criteria, or create individual products for a particular individual, in order to give a consumer what they want.

I would also comment that the Consumer Duty applies to the period I am considering – November 2023 to July 2024. I have reviewed the contact log for this period, and I can see no contact between Mr A and Barclays, other than the correspondence it was sending him about interest rate changes and the status of his mortgage.

Barclays appears to have been waiting to see what Mr A's response to my colleague's final decision was. In the circumstances, and bearing in mind Mr A's medical situation, I am not persuaded that it was wrong of Barclays not to proactively contact him during the approximate six months between the final decision and when he raised new concerns through this Service. Barclays allowed him time, during which it didn't take any action in relation to pursuing payment of the arrears on the account, to consider the situation without placing any pressure on him to move things forward. I don't consider this was inappropriate or that it represented a failure in its obligations, including under the Consumer Duty toward him.

As such, I have considered the correspondence Barclays was sending Mr A about the mortgage. The purpose of the letters was to keep Mr A up to date on the status of his mortgage and the arrears situation, as Barclays was required to do. Having considered the content of the letters, I am satisfied they did just that – informed Mr A about the situation in relation to the mortgage so that he knew the position should he decide to take any action or speak to Barclays.

I also note that Barclays has ensured that Mr A's vulnerabilities have been noted on its systems so that anyone he speaks to is aware of the situation and, if he doesn't speak to the specialist team that provides support to vulnerable consumers, it is known to offer to transfer Mr A to that team. He has also been given the telephone number for that team so that he can call it directly.

I note that Mr A is not happy that Barclays has not provided him with a dedicated contact, rather than him having to speak to the next available member of the specialist team. I can understand why he would have liked that to be the case. However, such an arrangement would also have drawbacks – in that Mr A would only be able to speak to Barclays when that individual was available, which would have the potential to mean that he was unable to have a conversation when he wanted to. I don't think the arrangement Barclays has in place to provide additional support to Mr A was unfair.

Mr A raised concerns about how he was spoken to by Barclays' staff during his previous complaint. My colleague considered in 2023 whether Barclays had treated Mr A fairly when he had raised his concerns about the mortgage. The information provided to him in relation to the complaint included numerous calls between Mr A and Barclays up to the end of June

2022, and so I am satisfied that the content of those calls would have been considered as part of the previous complaint and I will not comment on them.

However, a copy of the call with the complaint handler of 27 July 2022 was not attached to the previous complaint file, and so could not have been considered by the previous Ombudsman. So, I am able to comment on the content of that call, as Barclays did in its final response letter. While Mr A has said he was treated badly and unfairly in that call, I am not persuaded that was the case. Having listened to the call, I am satisfied the member of staff was professional throughout. It was a difficult situation and conversation, and the member of staff was clearly very conscious of Mr A's vulnerabilities and the effect what she said might have on them, and she behaved appropriately.

The crux of the complaint Mr A made to this Service in May 2024 was the information Barclays was recording on his credit file – the arrears and the amount it had documented as the monthly mortgage payment.

In relation to the amount of the mortgage payment Barclays recorded as being due on the mortgage, it doesn't appear that this sum was incorrect. When Mr A's fixed interest rate ended in April 2022 the mortgage reverted to a variable rate that tracked Bank of England base rate, with a differential of 3.49%, in line with the mortgage offer Mr A accepted in 2020. The amount reported to the credit reference agencies is in line with an interest rate calculated on that basis. As Mr A didn't accept the final decision in November 2023, Barclays didn't make any alterations to the mortgage and the interest rate being applied, which I don't consider was unreasonable in the circumstances.

As has been explained previously, if a lender reports to credit reference agencies, it is required to report accurate information. The information I have available to me indicates that is exactly what it has done. While I know that Mr A will not be happy about the arrears being reported, the mortgage is in arrears as no payments have been made since May 2022. So Barclays has reported correct, factual information to the credit reference agencies, and I can't find that it has done anything wrong in this regard.

Barclays has offered to recalculate the mortgage balances as if the interest rate my Ombudsman colleague had awarded in his final decision and apply them as of the date of the final decision. It has also said it will amend Mr A's credit file from that date to reflect the changed balances. Mr A didn't accept my Ombudsman colleague's decision, and I can't reconsider anything that formed part of the previous complaint. As Mr A didn't accept the decision, neither party was bound by it. I can only consider things that have happened since then and I think Barclays offer to complete a calculation in line with the redress awarded in the final decision, applied as at the date of that decision, if a way forward is reached, is a fair resolution to this complaint. If Mr A wishes to pursue that offer and discuss a way forward for his mortgage, he will need to contact Barclays to do so.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to accept or reject my decision before 3 April 2025.

Derry Baxter  
**Ombudsman**