

The complaint

Mr R complains that Barclays Bank UK PLC failed to make reasonable adjustments by not sending him his mortgage offer and supporting documents in braille. Mr R says that as a result, he was unaware of the mortgage terms, and this impacted his ability to secure a lower interest rate on the mortgage.

What happened

In September 2023 Mr and Mrs R and their son (who I'll refer to as Mr R2) used the services of a broker to apply for a mortgage with Barclays for the purchase of a property.

The applicants, or at least Mr R, have banked with Barclays for many years. Mr R is registered blind, and on his banking account records Barclays has recorded that he requires communication in braille.

Following an application for a mortgage by the broker, Barclays sent the applicants a mortgage offer dated 18 October 2023 using standard written communication, not in braille.

Barclays agreed to lend the applicants £147,000 over 27 years on a fixed interest rate of 5.87% until 31 December 2025, after which their mortgage would revert to Barclays' variable rate.

The applicants later changed their borrowing amount, and a new offer was produced on 10 March 2024 for a loan amount of £182,000 on the same terms as the original offer.

The mortgage completed on 15 March 2024.

On 28 March 2024 Mr R called Barclays to make general enquiries about the mortgage. He says he found out that interest rates had gone down and he asked for a new lower interest rate to be applied to the mortgage.

Barclays said that the mortgage terms include an offer reflection period of seven days and as that period had passed and the mortgage had already completed, the applicants weren't able to make changes to the interest rate without incurring an early repayment charge (ERC).

Mr R complained that he'd been treated unfairly. He says that because the mortgage offer wasn't sent to him in braille, he was unaware of the terms of the mortgage and the timeframe for making any changes to the interest rate.

Barclays didn't uphold the complaint. It said that it had no record of a request for documents to be sent in braille and this was not raised prior to the contract being accepted and signed for. Barclays' position remained that the applicants can't withdraw from or change the contract after completion without incurring an ERC.

Unhappy with Barclays' response, the applicants brought the complaint to our service. An investigator looked into things and thought that this complaint should be upheld in part. He agreed that Barclays should have sent the offer documents to Mr R in braille. But that said,

he had to balance this with the fact that the mortgage application was broker led, so the onus was on the broker to explain the terms of the mortgage to the applicants.

In addition, he said that because there were two other parties to the mortgage application, at the very least Mrs R and Mr R2 would have received the mortgage offer in a format accessible to them and they would have been aware of the mortgage terms as set out in the offer. The investigator concluded that because the parties signed the mortgage offer acceptance without raising any concerns about how the terms had been communicated to them, he couldn't now reasonably expect Barclays to honour a rate switch once the mortgage had completed on those agreed terms.

Having said all that, the investigator felt that part of Mr R's complaint should be upheld. Barclays sent Mr R its final response to this complaint in written form. He thought it was insensitive of Barclays to not respond to this complaint in braille and that Barclays should pay Mr R £100 compensation for the distress caused.

Mr R remained unhappy. He said that Barclays had failed in its duty to make reasonable adjustments under the Equality Act 2010. Mr R told the investigator that Mrs R doesn't speak or read English and so wouldn't have been able to communicate the details of the mortgage offer to him. And his son Mr R2 suffers with Post Traumatic Stress Disorder (PTSD), and so he wouldn't have relied on him to assess the mortgage offer in that level of detail. He also explained that he didn't ask for a copy of the mortgage offer in braille before providing his signed acceptance to Barclays because he understood that translating a document into braille could take some time and he was still waiting for the braille version to arrive.

Our investigator considered Mr R's response but explained why his opinion remained unchanged. Because an agreement hasn't been reached the case has now been passed to me to decide.

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 note that whilst this mortgage is in joint names with two other account holders, Mr R is the only party to this complaint. Mr R has explained that Mrs R and Mr R2 do not wish to join the complaint. I've considered whether I should proceed with this complaint taking into account the rules that we're governed by, known as the Dispute Resolution (DISP) rules as set out within the Financial Conduct Authority handbook.

Mr R has specifically complained about the discrimination he says he's faced personally by Barclays' failure to issue him with a copy of the mortgage offer in braille. I'm satisfied I can fairly consider that complaint without requiring Mrs R and Mr R2 to join it.

Having considered everything, whilst I know it will come as a disappointment to Mr R, I think the investigator has reached a fair outcome and I agree that this part of the complaint shouldn't be upheld.

Mr R has told us he is registered blind – a condition which is considered a disability under the Equality Act 2010. Mr R has complained that Barclays has failed in its duty to make reasonable adjustments under the Equality Act 2010 by not sending him his mortgage offer in braille.

It's not the role of our service to say whether a business has acted unlawfully or not – that is a matter for the Courts. Our role is to decide what's fair and reasonable in all the

circumstances of a case. In order to decide that we need to take a number of things into account, including the relevant laws and what we consider to be good industry practice at the time. So, although it would be for the Courts to say whether or not Barclays breached the Equality Act 2010, I'm required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what's fair and reasonable in the circumstances of the complaint.

Disability is one of the protected characteristics under the Equality Act 2010. Where a person has a disability, a service provider (such as Barclays) should not directly or indirectly discriminate against them on grounds of disability, should not treat them less favourably because of a matter arising from their disability, and should – where appropriate – make reasonable adjustments to allow them to access the service provided without disadvantage.

It's not the case here that Barclays is refusing to make the adjustments that Mr R has requested. Rather, because of the way Barclays' systems are set up – it's banking and mortgage systems operate in silos of each other – which has meant that information about Mr R's communication needs have not transferred over from his banking records to his mortgage records and this has led to communication about his mortgage not being sent in braille.

Barclays says that it has no record of a request for documents to be sent in braille at the time the mortgage application was submitted. I agree with our investigator when he says that Mr R would have had no way of knowing that he needed to repeat his request for communication in braille during his mortgage application. It was reasonable for him to expect that as an existing customer, Barclays already knew about his needs. I don't think that's an unreasonable assumption to make in the circumstances and I think Barclays had enough information to know that Mr R needed all communication sent to him in braille.

Because Barclays didn't send Mr R his mortgage offer in braille, I've gone on to think about whether its actions resulted in unfairness. This involves me considering Mr R's individual circumstances and how he's been impacted as a result.

It's important to note that the parties to this mortgage sought the services of a broker when applying for the mortgage. Advice and information about the mortgage were given by their broker. It was also the broker's duty to explain any key terms of the mortgage, including the process for making any changes to the application ahead of completion.

I've gone on to think about what the key terms of the mortgage say.

The relevant parts of the mortgage offer cover letter say:

"We are pleased to enclose your Mortgage Offer, which sets out the terms of your new mortgage. It is important that you take time to read and fully understand the terms and conditions prior to providing your acceptance..."

Your signed acceptance is your legally binding agreement to meet these and all other terms and conditions. If you are unsure that you will be able to meet any conditions, you must not sign the agreement.

If you decide to make a change to the mortgage you have applied for, then you will need to discuss this with your mortgage seller."

Page one of the mortgage offer itself says:

“Once you accept this offer, you will not be able to withdraw from the contract after the funds are released. However, you can repay the mortgage in full subject to any fees shown in the interest rate and other costs section and any early repayment charges in the early repayment section.”

Barclays’ offer makes it clear that the applicants should only sign the mortgage deed once they’ve accepted the terms and conditions as set out. In addition, it goes on to say that no changes can be made to the mortgage after the funds are released without incurring a cost. Any required changes to the mortgage before completion needs to be requested by the seller – in this case the broker. The applicants can’t make changes directly with Barclays.

Mr R says that the broker didn’t explain these key terms to him. That’s not something I can make a finding on in this decision as this complaint is about Barclays and its actions only. It’s also important to point out that while the broker is responsible for advising on the mortgage and making sure it met Mr and Mrs R and Mr R2’s needs, they would also have instructed a solicitor to deal with the house purchase. And it was up to the solicitor to explain the mortgage terms and mortgage deed to them, and make sure they understood them, before they signed the mortgage deed to accept the mortgage.

I’ve also taken into account that there were two other joint applicants to this mortgage who on the face of it, did have the ability to read the mortgage offer in its written form. All parties to the mortgage are jointly and severally liable and have equal responsibility for ensuring they meet the mortgage terms.

I’ve considered everything Mr R has described about Mrs R and Mr R2’s circumstances and their ability to fully understand the terms of the mortgage. But that said, the fact remains that the applicants signed the mortgage agreement accepting the terms – when in fact Mr R now says that none of the applicants knew what the terms of the mortgage were. That’s not something I can reasonably hold Barclays responsible for.

The original mortgage offer was sent to the applicants on 18 October 2023. Mr R says they never received a copy. I’m not persuaded that to be the case here. The offer was correctly addressed, and I think at the very least Mr R would have known that his application had been accepted by Barclays and if no offer was issued, he would have likely chased this up. This offer was sent in written format. I appreciate that Mr R has explained that it can often take some time for the braille version to follow – so I understand why he may not have queried this right away. But the application was later amended in March 2024 and at no time in between (five months) did Mr R question why he’d not yet received a copy of the original mortgage offer in braille. Therefore, once the changes had been made to the mortgage, Barclays continued to send the amended offer in written format only.

The amended mortgage offer was sent to the applicants on 10 March 2024. No amendment to the interest rate was requested at that time – the applicants asked for a different loan amount. It’s unclear whether the available interest rate had changed by this point. Again, if a lower interest rate was available at this time, it would be the responsibility of the broker to discuss this with the applicants, as any changes to the interest rate would need to be amended by the broker through submission of a new application. The applicants couldn’t simply call Barclays to request an amendment to their offer.

I appreciate that when Mr R made his complaint to Barclays – it said that they couldn’t make changes to their agreement outside of the seven-day reflection window. Mr R’s point is that he didn’t know about this term of the mortgage otherwise he would have called sooner to enquire about a new rate.

I think the seven-day reflection period is of less relevance here. The applicants could make changes to the mortgage at any time in the lead up to completion. This is evidenced by the amendment to the mortgage made on 10 March – five days before completion which was set for 15 March. The point is that a request for an amendment to the rate wasn't made *before* completion took place. Mr R contacted Barclays on 28 March which was after completion. Mr R was aware that the mortgage was completing on 15 March. And in no circumstances could changes be made to the agreement post completion without incurring a cost.

I think it's also worth pointing out that even if Mr R had known about this, I'm not persuaded that the rate would have been changed. Changing the interest rate isn't an administrative procedure. It involves cancelling the old mortgage offer and making a fresh application, from scratch for a new mortgage at a different rate. This takes time. Even if Mr R had understood that this was an option open to him, I don't think it's likely he would have wanted to take it so close to the completion date – and risk having to complete on the property purchase before a new mortgage was in place.

So, to conclude, whilst Barclays should have sent Mr R a version of the mortgage offers in braille, Mr R had ample time from receipt of the original offer in October 2023 to request a copy in braille and he could also request a variation to the interest rate in the lead up to completion (if a lower rate was available at that time). Instead, the applicants signed to accept the mortgage agreement and the only request for a variation of the rate was made after completion took place – by which point it was too late in any case. It's for these reasons that I don't uphold this part of Mr R's complaint.

Putting things right

Lastly, Mr R has said that he's unhappy that Barclays didn't respond to his complaint in braille. Our investigator agreed that given the nature of the complaint, it was insensitive for Barclays to not reply in braille. He thought that Barclays should pay Mr R £100 compensation for the distress and inconvenience suffered. I think this is fair and reasonable.

Our investigator has also requested a copy of the mortgage offer to be sent to Mr R in braille for his records and Barclays has confirmed that it's updated Mr R's mortgage account records with details of his communication needs so all future correspondence will be followed up with a braille version. I think this is a fair resolution in the circumstances of this case.

My final decision

My final decision is that I uphold Mr R's complaint and direct Barclays Bank UK PLC to pay him £100 compensation for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 20 February 2025.

Arazu Eid
Ombudsman