

The complaint

Mr and Mrs K's complaint relates to mortgages they have with Barclays Bank UK PLC. They are unhappy that when they wanted to attach a new interest rate product to their mortgages in the autumn of 2022, they were not made aware that they could have done so via an independent mortgage broker. They believe that had this option been given to them, they would have used it and would have been able to attach the interest rate products they wanted to both mortgages.

In addition, Mr and Mrs K are unhappy that they were given incorrect information when they first tried to switch products online as to why they could not do so – that it was actually due to Mr K holding a third-party authority, rather than due to other issues. Mr K doesn't think that being authorised on someone else's account should make any difference to what he can do in relation to his own accounts.

What happened

In September 2022 Mr and Mrs K had two mortgages with Barclays. The first of these was an offset mortgage on their home (mortgage P), which they had arranged in 2019. It had a Bank of England base rate tracker product attached to it. The product was in place for the lifetime of the mortgage, but it could be replaced at any time without an early repayment charge.

Mr and Mrs K's second mortgage (mortgage W) had started in 2021 and it had a two-year fixed interest rate product attached to it. The product had an expiry date of 31 January 2023.

In September 2022 Barclays emailed Mr K about mortgage W and reminded them that the interest rate product was due to end at the end of January 2023. It explained that they could apply for a new product. It was detailed that the new product could be applied for online (subject to application, financial circumstances and borrowing history), alternatively, they could arrange an appointment with one of its mortgage advisers. The email also said, *'if you think you need independent advice, you can contact an Independent Mortgage Broker.'*

Until September 2022 and the turmoil in the financial markets caused by the mini budget at the time, Mr and Mrs K would have been able to book a new product on mortgage W up to 90 days before the existing product expired. However, due to the circumstances in September 2022, Barclays extended the booking window to 180 days. Barclays IT systems were not able to be altered immediately and initially borrowers that wanted to book a new product more than 90 days before theirs expired had to call Barclays. It would then send them a link to allow them to book a new product online, if they were eligible to do so.

Mr and Mrs K attempted to arrange a new interest rate product for both of their mortgage in the latter half of September 2022 after the booking window had been extended. They weren't able to do so online and received error messages saying they needed to call Barclays. Mr and Mrs K then experienced difficulty being able to speak to Barclays on the telephone due to the high call volumes it was experiencing. By the time they managed to speak to Barclays, the fixed interest rate products they had been interested in had been withdrawn.

Mr and Mrs K complained. When they were unhappy with the response they received, they referred the complaint to this Service.

During our investigation into Mr and Mrs K's complaint, we established that not only would Mr and Mrs K have needed to call Barclays because they were trying to book a new product before the system was able to facilitate that, but also that they would never have been able to book a new product online for either of their mortgages. This was due to one being an offset arrangement and also because they were both arranged on a part interest-only, part repayment basis. One of my Ombudsman colleagues issued a final decision on the complaint on 28 March 2024.

Mr and Mrs K attempted to book a new interest rate product online for mortgage W in early December 2022 – within the 90-day window. They have provided a screen shot of Barclays website showing that on 3 December 2022 they were unable to switch products: *'We're sorry, you can't switch this mortgage online. Please call us on 0333 202 7582 quoting reference RSM003.'* Mr and Mrs K spoke to Barclays and arranged new tracker interest rate products for both their mortgages a few days later. They were attached to the mortgages from 1 February 2023.

Mortgage P was repaid toward the end of 2024 and mortgage W was repaid at the beginning of 2025.

Mr and Mrs K raised a new complaint regarding the situation in 2024. They said they'd been told the reason they could not apply for a new rate online for mortgage W in September 2022 was because there was a system glitch associated with the extended application period. However, when they tried again, within the 90-day window, they had received the same error code and have since been told that this code relates to the fact that Mr K holds a third-party authorisation on another customer's account with Barclays. Mr and Mrs K, therefore, considered that Barclays misled them when it responded to their previous complaint.

On 4 July 2024 Mr K and Barclays discussed the new complaint. Barclays effectively said that Mr and Mrs K may have been given the wrong explanation about the error code, but that made no difference to the situation. Due to when they were applying and how their mortgages were set up, they would have always received an error code and would have needed to call Barclays. The complaint was recorded as resolved following the call.

Mr and Mrs K continued to correspond with Barclays for a short time, but they were ultimately not satisfied with the responses they received and referred their complaint to this Service.

One of our Investigators considered the complaint, but he didn't recommend that it be upheld.

Mr and Mrs K didn't accept the Investigator's conclusions and asked that the complaint be referred to an Ombudsman. They said that the September email said that they should speak to an independent broker if they felt they needed independent advice. They had not felt that – they simply needed a new product – and so they believe the wording of the email was ambiguous at best. Furthermore, they consider that as Barclays always starts a conversation by explaining that it can only offer advice on Barclays products, the comment about the independent mortgage broker opened the option to explore other mortgage products, not to look at the options with Barclays. Mr and Mrs K also asked whether Barclays had explained why it had the policy in place regarding online switches for borrowers holding powers of attorney for another customer. They also said that this affected the outcome of the previous complaint, as we had been given the wrong reasons for them being unable to switch products in September 2022.

The Investigator considered Mr and Mrs K's comments, but they did not cause him to change his conclusions. As such, the complaint has been passed to me to consider.

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 and Mrs K have commented that they consider that having been given the wrong explanation for the error code they received on each occasion they tried switching online means that their previous complaint outcome was wrong. I have read my colleague's decision, and he explained that there were multiple reasons for Mr and Mrs K not being able to apply for rate changes online. Those reasons were considered, and the Ombudsman reached a conclusion. The fact that the error code Mr and Mrs K received didn't correlate with the reason they were given when they contacted Barclays does not alter the facts of the case and does not mean that it would be appropriate for us to reconsider or comment further on the previous complaint.

Mr and Mrs K have said that they don't think it is reasonable that the fact that Mr K holds a third-party authority for another person's account stopped him from applying for a new interest rate product online. I would agree that where there is a third-party authority over an account, it would not be unreasonable for Barclays to want to speak to anyone wanting to make changes to the account, so that it can ensure that the individual is able to act and to ensure that a vulnerable customer is protected. However, I agree with Mr and Mrs K that it is not reasonable that they could not make changes to their own accounts, simply because Mr K held a third-party authority on someone else's account.

That said, as my colleague explained in his decision in March 2024, there were other reasons that Mr and Mrs K couldn't apply for a new product online. So even had the third-party authority not been an issue, Mr and Mrs K still wouldn't have been able to switch products online and would have had to call Barclays. So I don't consider they suffered any detriment from Barclays' system creating that particular error code, as if it hadn't, another would have been created that would have resulted in the same outcome – they would have had to speak to Barclays.

Mr and Mrs K have said that they think Barclays should have highlighted that they could apply for a new interest rate product via an independent broker. They've said they think that had they been told that, they would have been able to attach the product they originally wanted to their mortgage. As the Investigator highlighted, the communications from Barclays did mention that they could seek advice from an independent mortgage broker. While Mr and Mrs K have said that they assumed this was what they needed to do if they wanted to move their mortgage away from Barclays, I can't hold Barclays' responsible for that assumption. I would also not expect a lender to direct a consumer to an independent mortgage broker simply because its phone lines were busy. Furthermore, just as Barclays was very busy in the autumn of 2022, so were independent mortgage brokers and financial advisers. So even had I found that Barclays should have done more, which I have not, there is no way to know if Mr and Mrs K could have met with a mortgage broker and made their applications in time to get the products they wanted.

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 and Mrs K to accept or reject my decision before 23 October 2025.

Derry Baxter
Ombudsman