

The complaint

Ms R complains about a lack of support from Barclays Bank UK PLC with her mortgage, after the other party on the mortgage stopped paying. The mortgage is in considerable arrears, Ms R says that's because Barclays prevented her from making payments.

What happened

Ms R holds this mortgage jointly with her ex-husband. In the circumstances of this complaint, our service has agreed to consider a complaint brought by Ms R alone.

Ms R said she lives in the mortgaged property with her children. She's shared sensitive details of the nature of her relationship with her ex-husband, which I don't need to set out here, but have taken into account in my decision below.

Ms R said her ex-husband was responsible for paying the mortgage, but he had stopped. She said she'd repeatedly tried to get Barclays to help her, but it wouldn't. Ms R said she'd made a number of offers to pay the mortgage, but Barclays wouldn't accept them. She said Barclays had only very recently reduced the interest on her mortgage, which she'd asked for some time ago. She'd also asked for the mortgage to be changed to interest only, but Barclays wouldn't do that either.

Ms R felt that Barclays' refusal to reduce her interest rate and to change the mortgage to interest only is what had caused years of missed mortgage payments, with a significant impact on her credit file.

Barclays said this mortgage had experienced intermittent arrears from May 2022, and after December 2022 payment stopped. It was aware of a marital dispute between Ms R and her ex-husband.

Barclays said it had tried to help Ms R, and had a number of discussions with her about the mortgage. It accepted that on one occasion it hadn't arranged to call her back to continue a conversation when she needed to end that call, and at other times it had failed to call her back when calls were cut. Barclays apologised and it paid her £300 for that. But it didn't think that it had failed to support her, or didn't offer to put her case before its mortgage panel, to consider if it could make changes to her mortgage without the other party's agreement.

Barclays said it had explained to Ms R that in order for its panel to consider her case, it needed her to complete Income and Expenditure ("I&E") details with it. And Barclays said she hadn't done that. Barclays didn't think it had lost I&E forms that Ms R had sent, it said it had never received these. It asked her again to get in touch to complete that I&E .

Barclays said there was nothing to suggest it had ever tried to prevent Ms R from making payments to the mortgage. It understood she was concerned about the adverse data it had reported to credit reference agencies, but it said what had been reported was a factual and accurate reflection of the mortgage account.

Our investigator didn't think this complaint should be upheld. He said Ms R's requests for a

rate switch on the mortgage and for the mortgage to change to interest only until her divorce was completed, didn't move forward initially because Barclays didn't have consent from her ex-husband. He said Barclays then tried to complete an I&E in order to consider Ms R's request further, but wasn't able to do that. And he said Barclays hadn't received a copy of Ms R's I&E in the post.

Our investigator said that Barclays had made Ms R aware that it could consider making changes to this mortgage without the other party's consent. But Ms R had told Barclays she didn't want to pay the mortgage because that might benefit the other party. Instead, she wanted to remortgage once a settlement was reached.

Our investigator said Ms R had the option to make payments to the mortgage, but had chosen not to do so due to the civil dispute between herself and her ex-husband. He said that when payments weren't received, the resulting arrears had been reported to the credit files of both parties.

Our investigator didn't think Barclays had to do any more here.

Ms R didn't agree, she said we'd got things wrong. She said she'd never refused to have Barclays review her mortgage to see if it could change things without her ex-husband's consent. Rather she said she'd only been offered this option once, and that was on 6 April 2023. She said she was told on 21 April that this request had been refused. She said the panel was approached again on 30 April 2024. Ms R said we should have all the records for this. And she said she'd completed I&E assessments over the phone on 22 August 2023, 30 January 2024 and 30 April 2024. But she said that Barclays' agents had repeatedly told her that she may not make any payments towards the mortgage.

Ms R also said that a recent subject access request hadn't been complied with by Barclays.

Our investigator said Barclays hadn't prevent her from making payments to the mortgage, arrears had built up due to non-payments and those were duly reported to the credit reference agencies. And he said if Ms R wanted to complain about failure to comply with a subject access request, she'd need to raise that with Barclays first.

Ms R wrote again, saying our investigator's view needed to be amended to reflect that she had completed multiple I&E forms. And each time she'd done this, Barclays had told her it wouldn't accept a payment plan. So she said she wanted our investigator to explain why he'd decided Barclays hadn't prevented her from making payments towards the mortgage.

Ms R said we were wrong to say she'd never completed an I&E form, and she wanted us to look into a fire that happened at one of Barclays' sorting offices.

Our investigator said he'd set out that he didn't think an I&E had been received by Barclays. He said Barclays had never prevented Ms R from making payments, she was free to make payments any time but it looked like she was reluctant to do this as her sole payments could've benefited the joint party.

Ms R wrote again, to say that our assessment was incomplete, and she wanted us to fill in the gaps. She said we hadn't acknowledged the multiple I&Es she had completed. These were reviewed by Barclays and on each occasion she was prevented from setting up a payment. She wanted us to listen to a call recording where she was told there was nothing she could do, as the I&E suggested she couldn't afford the repayments. Ms R said she was never given bank details to make payments, and Barclays had only recently said she could pay any amount while waiting for a payment plan to be set up.

Our investigator replied again, saying that he had concentrated on what he felt were the key issues. He looked at the dates when Ms R said she'd completed an I&E but been told Barclays would not help her. He said that Ms R had called to complete an I&E over a couple of calls in August 2023, but was told that Barclays couldn't set up a plan for her as her I&E showed it was unaffordable. On 30 January 2024 and 30 April she called to complete I&Es but ended both calls before the full information had been collected.

Ms R continued to disagree. She wanted her complaint to be reviewed by an ombudsman, so it was passed to me for 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've reached the same overall conclusion on this complaint as our investigator.

I'm aware I've summarised the events and arguments in this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues.

Ms R says Barclays has prevented her from paying towards her mortgage. I understand she considers that recent changes made by Barclays to her mortgage interest rate should have been made years ago, when she asked for the mortgage to be changed to interest only, and to pay a reduced interest rate. She said she couldn't make payments without this reduction. Ms R is very unhappy about the impact that missed payments have had on her credit file.

I can see that Ms R has discussed her mortgage with Barclays a number of times since payments stopped in late 2022. Barclays is able to make changes to a mortgage relatively quickly if both parties agree, but the situation is more complicated in circumstances like this, when the parties don't agree on what to do. Barclays does have a process for considering if it can make changes to a mortgage based on a request from one party, but it wanted to understand Ms R's financial position before it would consider that. So it asked her to completed I&E details first. I don't think that's unfair or unreasonable.

Ms R said it had taken until recently for Barclays to say could consider making changes to her mortgage without her ex-husband's consent. But I can see that on a call dated 21 April 2023, Barclays said that if Ms R supplied her income and expenditure, then it could consider an interest rate switch for her without her ex-husband's consent.

Barclays' notes suggest Ms R didn't pursue that option at the time. Those notes say she rang to follow up on this about four months later, on 21 August 2023, saying she'd sent an I&E form. I note that Ms R says she's repeatedly completed forms, which Barclays must have lost. But Barclays said it had only ever sent her one form, and it didn't get that one back. And I cannot see that Ms R has repeatedly asked Barclays why it hasn't actioned forms she'd sent, so I think it's more likely that this was the only physical form Ms R completed and returned to Barclays. I don't know why this form wasn't received by Barclays, but I don't think it's likely to have been anything other than an accident or mishap.

As Barclays said it hadn't received this form, Ms R said she'd call back and go through the details on the phone. She did call back on 22 August, but didn't have details of her loans. When Ms R called again 29 August, and completed an I&E, unfortunately, the I&E was

negative, so Barclays couldn't put a payment plan on the mortgage for her.

So I don't think Barclays failed initially to consider whether it could make changes to Ms R's mortgage without her ex-husband's agreement. I think it did think about this in 2023. But when it considered this in 2023, the figures Ms R gave for her income and expenditure then suggested she couldn't afford to contribute to the mortgage even if changes were made.

Ms R says she completed multiple I&Es, but I haven't been able to see that other forms were sent. And the more recent I&Es she started don't appear to have been completed, from the notes Barclays made at the time.

Ms R says that by not putting a payment plan on her mortgage, Barclays has prevented her from making payments, but I haven't been able to see that Barclays has obstructed any attempts by Ms R to make payments. She also said she'd only been given information on how to make payments recently, but the mortgage statements sent to her at her address tell her how to set up a direct debit for this mortgage, and how to make one-off payments.

The notes Barclays has shown our service also say it has asked a number of times whether Ms R might be able to make any payment towards the mortgage. I can see Ms R has repeatedly given the same reason for not restarting payments – she didn't want to be the only person contributing to the mortgage, because she felt this would benefit her ex-husband.

We know that payments to this mortgage stopped altogether after December 2022. Barclays' notes say Ms R gave the same broad explanation for why she preferred not to pay the mortgage on 21 March 2023, 13 November 2023, 7 March 2024, 7 May 2024, 10 July 2024, and 7 August 2024. On each of those dates she indicated that she wouldn't pay the mortgage until after either a legal settlement had been agreed, or her ex-husband had restarted payments (in which case she proposed to match his payments).

As I noted above, Ms R has shared with our service sensitive details of the separation with her ex-husband. So I should note that I make the point about the reasons Ms R gave for non-payment of this mortgage neutrally. I raise this solely because Ms R says the reason she's so far in arrears now is that Barclays has prevented her from making her payments. Given how many times Ms R has provided the above explanation for non-payment to Barclays, I can't conclude that the reason she hasn't been paying this mortgage is because Barclays has failed to provide her with payment details, or otherwise to support her in making payments.

I know that Ms R will be disappointed, but I don't think this complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 9 October 2025.

Esther Absalom-Gough
Ombudsman