

The complaint

Ms M complains about the service she has received from Barclays since 2023 as she says that it has not supported her with her mortgage through a period of financial difficulties and difficult circumstances.

What happened

Ms M initially contacted Barclays in March 2023 as she wanted support due to financial difficulties. She subsequently disclosed details of domestic, physical and financial abuse from her ex-partner, who was a joint party to the mortgage. She indicated that she wanted to remove her ex-partner from the mortgage and would like a reduced payment plan, a payment holiday or to pay interest-only for a period of time in order to support her to take this legal step.

Ms M says that between 2023 and late 2024 mortgage payments were being made, arrears were reducing and she was engaging with Barclays throughout this time. However her proposals have not been accepted and Barclays has instead sent her case to litigation. She says it would not make changes to the mortgage as an arrangement would not be affordable and her ex-partner has not consented. It also refused a proposal for the mortgage to be amended to interest-only for a period as it would then not have been sustainable once the mortgage had reverted back to repayment.

Ms M is unhappy with the service that she has received over this period as she says that Barclays has not supported or safeguarded her, which has given her ex-partner more power to continue his abuse. This has also left her at risk of losing her home as Barclays has now sent her case to litigation without giving any realistic route to protect her home.

I previously issued a jurisdiction decision setting out that this Service was unable to look into a call between Ms M and Barclays on 11 August 2023, as Ms M has already complained about this call and had not referred her complaint about this to this Service in time. However, I also explained that this Service is able to look into everything else which has happened in respect of the support Ms M has received since March 2023.

Barclays says that Ms M has contacted it on numerous occasions in relation to the arrears on her account. She had indicated that she wanted to obtain a financial order against the joint borrower but feels that Barclays has not helped her and she now feels pressured to sell her home.

Barclays referred the case to its Specialist Support Team (SST). However, it says that Ms M is no longer under the SST as it has been unable to reach a viable solution since the arrears began in 2023, so it feels that it has exhausted the support it can give. The account has now entered litigation based on the arrears balance. However, Barclays says that its general Customer Home Assistance Team and Litigation Team would still look to support Ms M.

Barclays says that Ms M's most recent proposal to have a period of interest-only payments was rejected by its panel due to there being no positive changes and this would not have been in Ms M's best interests. Ms M indicated that she wanted to start legal proceedings to sell the property but was unable to do so as she could not fund this. A change from a repayment mortgage to an interest-only mortgage was also unsuitable due to the fact that

this would mean the CMP would increase to £9,000 once the mortgage had reverted back to repayment. Therefore, Barclays says that the mortgage is unsustainable.

Barclays says that taking legal proceedings can be a positive as it could sell the property for what it is worth and Ms M would avoid a lot of legal fees which could cost her significantly more.

Our Investigator looked into Ms M's complaint and did not think that Barclays needed to take any action. He felt that Barclays was not in a position to make the changes that Ms M was requesting without the agreement of the joint borrower and that as the arrears continue to grow, the options are very limited in the absence of this agreement. Overall, the Investigator was satisfied that Barclays had not acted unfairly or unreasonably in the circumstances of this case, that it had assessed the mortgage based on what was affordable and sustainable for Ms M, and that there was nothing to suggest that it had failed in its duty of care.

Ms M disagrees with this, so the case has come to me to make a decision. She says that the Investigator's findings do not reflect the reality of her situation as this involves safeguarding failures by Barclays which enabled ongoing domestic, financial and sexual abuse from her ex-partner.

When she initially contacted Barclays in March 2023, it said that it would support her once her ex-partner stopped paying the mortgage, however she says that it did not. She says that Barclays has completely failed to safeguard and support her, which has given her ex more power to continue his abuse. This has left her and her child at risk financially and emotionally, affected her mental health and destroyed her credit file. Ms M says that she has not been given any realistic route to protect her home despite the fact that she has now secured employment.

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.

Having looked at the evidence, I agree with the Investigator's view for broadly the same reasons. I've explained my reasons further below.

In light of the circumstances of this case, Ms M's ex-partner is not a party to this complaint. So I can only comment on whether Barclays has treated Ms M fairly and I cannot make any recommendations which would impact upon the joint party.

Where a customer is in financial difficulties, we'd expect a lender to treat consumers who are, or are expecting to be, in financial difficulties fairly, discussing their circumstances with them and trying to get the mortgage back on track. The Mortgages and Home Finance: Conduct of Business Sourcebook (known as MCOB) sets out at Rule 13.3 what lenders are required to do to help borrowers where there is a payment shortfall. It would usually be reasonable for a lender to consider ways to resolve a situation where a borrower is in financial difficulties, having regard to their individual circumstances. Such measures might include a reduced payment arrangement or extending the term of the mortgage.

Balanced against that is the lender's obligation to ensure that any arrangement is affordable and sustainable. The requirement for a lender to try to help a borrower doesn't mean that a consumer should be given whatever they ask for, but rather the lender needs to determine if it can put forward any proposals that will actually help the consumer and not just postpone the inevitable if the mortgage isn't and won't be affordable going forward.

I've considered what forbearance Barclays has offered to Ms M since March 2023.

I can see that Ms M initially called Barclays on 15 March 2023 as she was unemployed and wanted to pay interest-only whilst she was looking for a job. An income and expenditure (I&E) assessment was carried out and this showed a deficit of £3,471.94 a month. Barclays

advised Ms M to contact an independent financial adviser (IFA) and signposted her to a debt charity and she said that she would call back after she had spoken to them.

On 3 April 2023, Ms M contacted Barclays again and disclosed details of domestic, physical and financial abuse from her ex-partner and was in the process of applying for an order to exclude him from the property. Ms M asked for a payment holiday or interest-only period for six months and she was advised that this would impact her credit rating. She agreed to provide medical evidence and further information about her situation and was advised that Barclays would have to refer the case to its panel for guidance.

On 17 April 2023, I can see that Ms M was referred to a charity in order to obtain debt advice. Ms M next called on 13 July 2023 asking to be referred to the charity again. A further I&E was carried out which showed a deficit of £2,969.11.

Ms M called Barclays again on 11 August 2023 as she was unable to make the mortgage payments. At this stage, the account was over £6,000 in arrears and Ms M said that this was because her ex-partner had stopped paying. She indicated that she wanted to replace her ex-partner with a family member on the mortgage. She was advised that the arrears would need to be sorted before any application could proceed. She was also told that Barclays couldn't offer a payment holiday and that it would need to speak with the ex-partner before any reduced payment arrangements could be offered.

I can see that Barclays tried to contact Ms M's ex-partner on the same day and he said would call back to discuss the potential for an interest rate reduction and term extension.

Barclays spoke with Ms M again on 15 August 2023 and again talked about her intention to buy her ex-partner out and have him removed from the mortgage, and about wanting a payment arrangement or to pay interest-only. The agent explained that Barclays would have to try and contact the other party but if several attempts had been made then the case could be referred to a panel to review this.

On 17 August 2023, Ms M called again and wanted to submit a referral to the panel for a rate reduction and interest-only for 12 months. She said that she had been told that if she was less than three months in arrears and an arrangement was set then she would be able to remortgage. A hold was applied to the account, a further I&E completed and the case was referred to the panel.

Following this, I can see that Barclays contacted Ms M's ex-partner in October 2023 to request I&E details and a proposal to address the arrears; this appears to have been a request from the panel. Ms M's ex-partner made a payment towards the arrears on 31 October 2023 and was asked to complete an I&E to address how the remaining arrears would be paid. It appears that the proposal was declined by the panel as the other party to the mortgage hadn't consented and had agreed to pay the CMP and clear the arrears.

I can see that following the panel declining Ms M's proposal, letters were sent over the next few months in respect of both parties completing an I&E so that Barclays could see what options were available. Ms M completed an I&E in November 2023 which continued to show a significant deficit of £2,992.51 a month.

In December 2023, Ms M called Barclays again asking to set up an arrangement but she was advised that the interest-only element of the mortgage would be £768.39 so she was unable to afford this amount. She was again advised that Barclays needed to get in touch with the other party and obtain consent from him before setting up any plan on account as both parties' credit file would be impacted.

I understand that in June 2024, Ms M contacted Barclays as she was unhappy that her ex-partner was continuing to pay the mortgage and asked it to tell him to stop. However, she was advised that Barclays could not get involved in the marital dispute.

Ms M says that when her ex-partner found out that she was trying to remortgage, he stopped making payments for three months to prevent this and then resumed them – which she says was a form of financial control. She says that the panel refused her request as her ex-partner did not respond to calls. Ms M says that the short holds and Barclays trying to contact her ex-partner did not help her, as she needed a sustainable solution but this was not provided.

When Ms M and her ex-partner took out the mortgage, they agreed that they would be jointly liable for repaying the debt in accordance with the terms.

Whilst I can understand that it was frustrating for Ms M that Barclays spent time trying to obtain her ex-partner's consent, I can't say that this was unreasonable, as any change to the mortgage – for example extending the term or changing the payments – would also have impacted him and his credit file. I also note that as the account was in arrears, Barclays was unable to offer Ms M a new product during this period.

Ms M's ex-partner had also indicated that he intended to clear the arrears so I don't think that it was unreasonable for Barclays to give him the opportunity to do this before offering further forbearance. I understand that Ms M says that this was a form of financial control by her ex-partner, but as the mortgage was in joint names I can't say that it was unfair of Barclays to give both parties the opportunity to clear the arrears before taking any further action.

I also think that it was reasonable for Barclays not to offer any payment arrangement. Ms M has had a negative disposable income throughout this period and therefore any payment arrangement would have been unaffordable for her. So I think Barclays was acting in Ms M's best interests by not coming to an arrangement which she was unable to afford.

Whilst Ms M is unhappy that Barclays will not remove her ex-partner's name from the mortgage, it would not be able to simply remove him from the mortgage; this would require an application by Ms M to transfer the mortgage into her sole name and would be subject to an affordability assessment. Given that Ms M has been unable to afford the CMP, it seems unlikely that the mortgage would be affordable for her alone.

I understand that Ms M has said that she wants to take legal action herself to remove her ex-partner and also that she has other family members who she wants to take over the mortgage from her ex-partner. However, in the absence of any court finding, he would need to consent to being removed from the mortgage. So I can't say that Barclays has acted unreasonably or unfairly in not removing Ms M's ex-partner from the mortgage or allowing Ms M to replace him with another party.

Over the summer of 2024, Barclays continued contacting both parties to complete an I&E to review the situation. In August 2024, Ms M's I&E indicated that she still had a monthly deficit of £2,986.22. A further 30-day hold was put on the account and Barclays indicated that the arrears would still need to be addressed with the other party.

Barclays sent Ms M a letter dated 20 September 2024 setting out that it could explore solutions for her situation but that it would require regular contact and cooperation to support her moving forward. It explained that if it was only able to contact one party, there were limited options as any changes to interest rates or products must be agreed by all parties. The letter stated that if it was unable to contact one party, it had a panel who could review the circumstances and look to consider an 'out of policy arrangement'. A similar letter was sent on 14 October 2024 requiring consent from all parties before it could look to make a reduced payment arrangement or make changes to mortgage product.

In October 2024, Barclays contacted Ms M's ex-partner as he had cancelled his direct debit. He indicated that he was no longer living in the property and it appears that he stopped paying the CMP after this.

In November 2024, Ms M made a further proposal that she pay interest-only for 12 months so that she could address the arrears over this period. Her I&E showed a deficit of £2671 taking the CMP into account and £492 without the CMP. As the interest-only payment would have been £502.82, this would have been unaffordable for her.

Ms M repeated this request in December 2024 and Barclays explained that it would need the other party's consent. Ms M again indicated that she wanted to remove her ex-partner from the mortgage but said that this would take time and that she was unable to afford to take court action at that time. In January 2025, Ms M requested a term extension but was again advised that Barclays would need agreement from the other party. The matter was referred to Barclays' panel.

On 20 February 2025, the panel considered Ms M's proposal to change the mortgage from repayment to interest-only for 12 months. With an interest rate reduction, this would have meant that the CMP was £174.74, which would have been affordable for Ms M. However, as there would only be six months left on the mortgage following this, this would have meant that the CMP would have been £9,273 when it reverted to repayment so this option would not be suitable.

Following this, Barclays wrote to Ms M on 25 February 2025 informing her that the mortgage would no longer be managed by the SST. The arrears on the mortgage were £15,021.70 at this point. Ms M was advised that collection activities would resume, Barclays would continue to update credit reference agencies (CRAs) regarding the status of the account and that the account may be referred to its litigation department.

I understand that Ms M has been through a difficult time and this has meant that she has been unable to make the full CMP for some time; she is only paying £500 when the CMP is over £3,000. So I'd expect Barclays to treat her fairly and show forbearance in such a situation, and I'm satisfied it did that for the reasons set out above.

Whilst I acknowledge that Ms M asked Barclays again to allow her to make reduced payments for a period of time, I don't think that it was unfair that Barclays would not agree to this. Ms M has been unable to make the existing CMP and – given the short remaining term on the mortgage – allowing her a period of interest-only payments would have significantly increased her CMP once the interest-only period is over, which would mean that there was a risk that it could make her financial situation worse in the long term.

Ms M says that she informed Barclays that she had secured employment as of December 2024 but nobody reviewed her new income until she completed an I&E in April 2025 and she has received no response.

As of May 2025, the arrears on the account amounted to almost £23,000 and there was a year and three months left on the term. Therefore, Ms M would also need to make additional payments on top of the CMP to ensure that the mortgage was redeemed at the scheduled maturity date. I have seen a copy of the I&E completed in December 2024, which shows a deficit of over £2,600. The I&E from April 2025 still shows a deficit of over £2,100 a month. So, whilst I can appreciate that Ms M's financial situation has improved, the mortgage is still unaffordable for her so there have been no changes which would impact Barclays' decision to take legal action.

I note that, in response to my jurisdiction decision, Ms M has said that without Barclays' cooperation, she has been left with unaffordable arrears and a CMP which she cannot sustain. Unfortunately, the CMP is unaffordable for Ms M and the arrears are continuing to grow. Whilst I can appreciate that this puts Ms M in a difficult situation, if the mortgage is unsustainable for her then Barclays is left with limited options in this case.

Ms M is also unhappy that her credit file has been affected by this situation and would like Barclays to correct her damaged credit record as she says that its failure to support her has caused the arrears to build up.

It is important to note that when a lender reports information to credit reference agencies (CRAs) this needs to be a true and fair view of a customer's creditworthiness as it is essential that lenders can rely on the accuracy of data provided to make informed lending decisions. As both parties remain jointly liable for the mortgage and the mortgage is in arrears – this is what has been reported to Ms M's credit file. So I can't say that Barclays has acted unfairly in providing information about the arrears to the CRAs in respect of Ms M as these are factual and accurate.

I know my decision will come as a disappointment to Ms M, but I can't say that Barclays has acted unreasonably in the circumstances of this case, and I do not uphold this complaint.

My final decision

For the reasons I've explained in my provisional decision and above, my decision is that I do not uphold this complaint or require Barclays Bank UK PLC to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 5 November 2025.

Rachel Ellis
Ombudsman