

## **complaint**

This complaint is about a mortgage Mr and Mrs W took out with Barclays Bank PLC. Mr and Mrs W are unhappy that a current account linked to the mortgage wasn't right for their particular circumstances and they've run up a lot of debt as a result. To resolve their complaint, Mr and Mrs W would like the bank to write off some of the money they owe.

## **background**

Barclays sold Mr and Mrs W a mortgage in 2008. Mr and Mrs W told us that they weren't aware that the mortgage had a linked mortgage current account (MCA). They feel there's an excessive amount owing on the MCA because Mr W has a medical condition that leads to unrestrained spending.

Our adjudicator didn't uphold this complaint. He felt that Barclays had made the terms and conditions of their mortgage clear – and Mr and Mrs W signed up to a deal which required them to take out the MCA. Our adjudicator's view was that money in the MCA had largely been used for day to day expenditure. And Mrs W would've known about spending on the account as the MCA statements were issued in her name. Our adjudicator was sympathetic but felt he had to conclude that Mr and Mrs W were liable for the spending on the MCA.

Mr and Mrs W would like an ombudsman to review their complaint.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Given Mr and Mrs W's circumstances, I do sympathise with the family. And I can appreciate how stressful it is having money worries on top of everything else Mr and Mrs W are having to deal with. But I've come to the same conclusions as our adjudicator. Here are the reasons why I say this.

My role is to look at whether Barclays is acting fairly and reasonably.

The paperwork I've seen shows that the MCA was part of the mortgage deal Mr and Mrs W both signed up to. So I think they probably wanted to take advantage of the benefits this particular arrangement offered them when they took it out. I can't see that the effect of Mr W's medical condition on his ability to manage his financial affairs responsibly was made known to Barclays at the time. So I'm not persuaded that I can reasonably uphold this complaint on the basis that Barclays knew about Mr W's condition and shouldn't have sold this type of mortgage to Mr and Mrs W.

Barclays sent regular MCA statements addressed just to Mrs W. So I can't in all fairness say, based on this evidence, that Barclays is responsible if Mrs W hadn't realised how the MCA account was being used.

Mr and Mrs W are liable, individually and both together, for the mortgage they took out to buy their house and the debt on the linked MCA. I can't find that Barclays is acting wrongly, unfairly or unreasonably in holding them both responsible for paying money they owe the bank.

After taking into account all the circumstances, I agree with our adjudicator that compensation Barclays has paid already for delay in responding to Mr and Mrs W's

complaint is a fair and reasonable amount. Despite their difficult circumstances, I don't feel I can fairly require Barclays to do anything more.

It's a good idea for Mr and Mrs W to speak direct to Barclays about their money problems. We expect banks *always* to treat anyone experiencing financial difficulties in a way that's fair – and we've made Barclays aware of the particular problems Mr and Mrs W are facing at the moment.

We can give Mr and Mrs W details of organisations able to provide free advice and assistance to help manage financial difficulties if that's useful.

**my final decision**

For these reasons, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 5 November 2015.

Susan Webb  
**ombudsman**