

The complaint

Mrs and Mr O's complaint is about their mortgage with Barclays Bank UK PLC. They are unhappy that they weren't informed that Barclays had changed its policy on how long before the end of an existing interest rate product borrowers could reserve a new one, and so they missed out on products that would have been more beneficial to them. They are also unhappy that they don't have access to Barclays' App, which they believe would allow them to manage their mortgage more efficiently. In addition, they are dissatisfied with the waiting times they experienced when they tried to call Barclays to discuss the mortgage.

What happened

Mrs and Mr O had an existing mortgage with Barclays in 2022, which had an interest rate product attached to it that was due to end on 31 January 2023. Until 1 September 2022 they could have reserved a new interest rate product up to 90 days before the existing one ended. Barclays would send borrowers a reminder their product was due to end around the time a new one could be booked. Mrs and Mr O contacted Barclays in August 2022 and it was confirmed they could book a new product at the beginning of November 2022.

On 1 September 2022, Barclays extended that window to 150 days. It sent out a general email notification to all borrowers, which was sent between 14 and 21 September 2022. This provided borrowers whose existing rate was due to end within that window with a link to be able to book a new rate or an appointment with a mortgage adviser. Barclays has confirmed the email address this was sent to in relation to Mrs and Mr O's mortgage, which is the same address Mr O provided to this service. Mrs and Mr O could have booked a new product, based on the expiry date of the existing one, at that time.

On 5 October 2022 Mrs and Mr O applied for a new product online. They have told us they became aware of the extended window for booking a new product due to a conversation with a parent at the school gates. The application was agreed, and they were sent an offer, which they accepted. The new product was applied to the mortgage when the existing one ended.

Mrs and Mr O complained. Barclays responded in its letter of 21 December 2022. It confirmed that the information it had given Mr and Mrs O in August 2022 about when they could change their product was correct, as the change to the application window had not been made at that point. It also confirmed that it had emailed Mrs and Mr O with the information about the change in the first half of September. It didn't uphold this aspect of the complaint. However, it apologised for the delay in responding to the complaint and offered them £300 for the distress and inconvenience it had caused. As for the difficulties Mrs and Mr O had experienced in using the App, Barclays provided a number for them to call so that it could investigate further.

Mrs and Mr O were not satisfied with Barclays' response and asked us to consider their complaint. One of our Investigators did so, but she didn't recommend that it be upheld.

Mrs and Mr O didn't accept the Investigator's conclusions. They highlighted that access to the Barclays App and online banking was denied to them as solely mortgage customers until 5 October 2022, which meant that they had been treated differently to its other customers

and so, unfairly. In addition, they asked why, given they had a 150-day window to reserve a new product, the information they were sent with their October 2022 annual statement still said the window was only 90 days. Following the Investigator confirming that she hadn't changed her opinion, Mrs and Mr O asked that the complaint be referred to an Ombudsman.

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.

Mrs and Mr O have mentioned that they usually received a text message when they were eligible to take out a new interest rate product. Barclays does contact its customers to remind them that their products are due to expire shortly before they do, so that they can arrange a new one if they want to. Until September 2022 that would have been around three months before the end of the product term. Thereafter, it would have been around five months before the end of the term.

I would at this point explain that there is no requirement for a lender to remind a borrower that the term of their interest rate product is coming to an end, or to prompt them to look into taking out a replacement product. I would also confirm that under the terms of the mortgage, Barclays doesn't need to allow a new product to be reserved early – it is a concession that Barclays makes for its customers to benefit them. It is not a contractual right and can be altered or removed at any time.

Mrs and Mr O's product was due to end around five months from the point at which Barclays changed the concession about booking interest rate products early. There were many customers who needed to be told at that point, and so Barclays issued an email to all its customers who the change would immediately effect. In the case of Mrs and Mr O, the email was sent to Mr O's email address, to inform them of the change that had been made and let them know they could arrange a new product at that time. I note that Mr O has said he has no recollection of receiving the email, but as it was a mass mailing exercise and the email address was the correct one for him, I accept that it was sent to him. It is unfortunate if he didn't receive it, it was treated as spam or he didn't realise its importance, but I can't find that Barclays didn't tell Mrs and Mr O about the change.

Mr and Mrs O have raised concerns about the waiting times when they called Barclays. Barclays has acknowledged that waiting times were longer than it would have liked, but this was due to the recent interest rate rises and an unexpectedly high demand on its telephone lines. This was something that affected lenders across the industry, and while it was inconvenient for borrowers, it was not something lenders could have anticipated or prevented.

I note that Mrs and Mr O have said they have been treated differently from Barclays' other customers as they have not had access to online banking and the Barclays App. While this is not key to the outcome of this complaint, I will comment on it for completeness. Initially, Barclays has provided evidence that Mr O has had online banking facilities since 2017, which would indicate Mrs O could also have had access to online banking if she had wanted to. In addition, the evidence from Barclays confirms that Mrs and Mr O could have access to the Barclays App, but because they only had a mortgage it was not as straightforward to set up, but help had been available had they asked for it. As such, it would not appear that Mrs and Mr O were being denied access to the systems they have mentioned, nor were they being treated any differently from Barclays other customers. That said, I can understand that it was frustrating for them when they thought they were being denied access to a system they wanted.

Our rules set out the types of complaints we can consider, and we can only consider complaint handling in some limited circumstances, for example, if the complaint handling was closely linked to an underlying complaint issue that we are upholding. That is not the case here. However, Barclays offered Mrs and Mr O compensation for delays in dealing with their complaint. In the circumstances where we were to consider this aspect of the complaint, it is unlikely that we would have awarded more than Barclays already has. As such, if Mrs and Mr O wish to accept the compensation offered, they should contact Barclays directly.

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 Mrs and Mr O to accept or reject my decision before 19 January 2024.

Derry Baxter

Ombudsman