

## **The complaint**

Mr and Mrs S complain that Barclays Bank UK PLC has treated them unfairly when they attempted to take out a new product rate with their mortgage.

## **What happened**

Mr and Mrs S completed an online rate switch application at the end of September 2022. Barclays sent a letter on 7 October 2022 which explained what Mr and Mrs S needed to do next to complete the rate switch, giving details about what needed to be signed and returned. It also gave the option to sign the document electronically using its "DocuSign" process.

Mr and Mrs S contacted Barclays in early November 2022 and said they hadn't heard anything since their initial application for a rate was made. Barclays said this would be looked into and passed on to the relevant team. On 17 November 2022 it resent the DocuSign information and this was sent a number of times via email with 15 chasers in total being sent up until 10 January 2023.

Mr and Mrs S say Mr S did receive an email from Barclays on 10 January 2023. He believed this said he had 30 days to sign the DocuSign pack to complete the rate switch application. Mr S signed this on 1 February but Mrs S hadn't received a link for her to complete the signature for herself. When Mr and Mrs S spoke to Barclays about the link for Mrs S, they were told the application had been closed on 10 January 2023 and a new application would now need to be made.

Mr and Mrs S have said, if they were told they only had until 10 January 2023 to sign for the rate switch, they would have done this. But Barclays didn't give this deadline and they feel it should honour the initial rate offered.

Barclays didn't agree it needed to honour the rate. It said it had provided Mr and Mrs S with the information needed to enable them to complete the switch previously, with the letter sent on 7 October and 15 email chasers sent between 17 November 2022 and 10 January 2023. When these were not responded to, the application was closed down. It recognised the chaser received on 10 January could have caused some confusion when it said the documents would be available for 30 days to accept the rate switch from the date of the email. But this was an error as the application had already been closed at this point due to the earlier delays in the application being signed. To apologise for any confusion from this error, it made a payment of £75 to Mr and Mrs S.

Our investigator didn't think Barclays needed to do anything else. He felt the letter sent in October 2022 was clear on what Mr and Mrs S needed to do if they wanted to accept the rate switch offer they'd applied for. When this wasn't responded to, nor the chaser emails sent after Mr and Mrs S had contacted Barclays, he didn't think it had acted unfairly when the application was closed.

Mr and Mrs S didn't agree with our investigator's opinion. They said they hadn't received the letter sent on 7 October 2022 and asked that the complaint be referred for 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 decided not to uphold this complaint, for much the same reasons as our investigator. I know Mr and Mrs S will be disappointed by this, but I'll explain why I've made this decision.

Mr and Mrs S have said they didn't receive the letter from Barclays dated 7 October 2022 so they were not aware of the information set out within this. This letter explained that Barclays needed to receive a signed copy of the paperwork or DocuSign for the rate switch offer within 10 working days of the letter's date. I don't think it would be fair to say an error was made with this letter by Barclays. The letter is addressed to the correct address for Mr and Mrs S and most post correctly addressed in the UK usually reaches its destination. However I accept that they say it wasn't received with Mr and Mrs S contacting Barclays in November 2022 to explain they'd not heard from Barclays following their application being made.

After Mr and Mrs S let Barclays know they hadn't heard anything following their initial application, Barclays sent a number of email chasers to request signatures from Mr and Mrs S. Mr and Mrs S haven't said they didn't receive these chasers and the email address these were sent to match the email address on the email Mr S has spoken about receiving on 10 January 2023. In total Barclays sent 15 chasers to Mr and Mrs S asking for them to sign the mortgage documents and I think it is fair to say Barclays made a reasonable attempt to get their signatures before closing the application down.

The email Mr and Mrs S have spoken about receiving on 10 January 2023 was one of the chaser emails I've referenced above. The subject of this email said:

*"Please act now – you need to e-sign your mortgage documents"*

The email didn't expressly say Mr S had 30 days to sign his documents, it instead explained the documents would be able to be accessed for 30 days from today's date (the date of the email being sent). I appreciate this may have caused some confusion but I don't think it meant Mr S had the time he thought he did to sign his documents. The email from its title, explained he needed to "act now" but Mr S did not sign this document until 1 February and it wasn't until this point he chased Barclays to see where the option for Mrs S was. By this time the application had been closed after being extended well beyond the initial deadline which required the signed documents to be returned by mid October 2023.

Overall, I don't think Barclays acted unfairly when it said it couldn't extend the offer any further. Mr S didn't act on the email when it was received and signed this almost three weeks later, so he didn't "act now". And I'm satisfied the previous email chasers were sent to the correct email addresses for Mr and Mrs S. So I think they were provided with what they needed to sign the documents before the last email that has been focused on. With this in mind, I don't think Barclays has done anything wrong when not accepting to extend the rate.

As I've said previously, I do think the content of the email sent on 10 January 2023 could have caused some confusion, not least because the application had already been closed by this point. So there is a loss of expectation experienced by Mr and Mrs S when they felt this was still something available to them. I think Barclays has made an award that reflects the impact of this error and as the application deadline had been missed already, I see no reason to ask Barclays to go further with the resolution offered.

**My final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 29 December 2023.

Thomas Brissenden  
**Ombudsman**