

The complaint

M Z complains that Barclays Bank UK PLC hasn't done enough to help him understand the information it sent him about his mortgage.

What happened

Mr Z has a mortgage with an offset facility. He said that when he received mortgage statements from Barclays, they contained errors and were hard to understand. He said that Barclays promised him information several times but it was never received.

When Mr Z complained, he said he still did not understand Barclays' explanation. And it did not include a copy of its guide to offset mortgages or other information he'd asked for. He said that it is difficult to contact Barclays – he's been cut off, the mortgage department passed the buck to the complaint department and vice versa, he's not received call backs as promised and the chat function and app do not work properly. Mr Z said he finally spoke to someone who promised to send the information he requested. But he never received it.

Mr Z said he's wasted his time dealing with Barclays – but still doesn't understand the information it sent him regarding his mortgage. He said he is dyslexic and wants to see what policies it has to help. He also wants it to introduce a way for customer to ask for transcripts of online chats.

The investigator thought that Barclays offer of £250 was fair and reasonable in the circumstances.

Mr Z did not accept what the investigator said. He said the investigator had not considered all of his complaint points. He made a number of points, including:

- The guide to offset mortgage was not sent, the follow up was dealt with poorly handled.
- Barclays declined a personal meeting on several occasions.
- The original terms and conditions and the process which he accepted and is bound by any new terms and conditions.
- The statements are not clear. He'd been given a number of different explanations how the offset account works.
- While he may have said he did not need support with his dyslexia on a specific day, the errors on the statement and not giving the information he's not been sent caused confusion.
- There was no mention of the time he's spent on this matter – with neither the mortgage or complaints department taking responsibility.

The investigator sent Mr Z a copy of the offset customer brochure, the mortgage offer and both the original and current terms and conditions.

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.

Statements

At the time in question, Barclays had an obligation to provide information to Mr Z in a way that was clear, fair and not misleading. I'm satisfied that the format and information provided in the statements is clear, fair and not misleading. I can't tell Barclays to change the way it presents information to consumers or say that it must provide transcripts of online chats.

Barclays has accepted that there were some inaccuracies on the statement Mr Z was sent. But I consider the explanation regarding the statements and how the offset works given in the final response dated 10 February 2023 was adequate. And I consider the below offer fairly take into account any errors it made.

Reasonable adjustments

Barclays has an ongoing duty to make reasonable adjustments in how it provides information to Mr Z. But the evidence I have shows that Mr Z told Barclays he did not need any support at that time. So I can't see there was any error by Barclays in not making any adjustments. If Mr Z requires adjustments now, then he should contact Barclays.

Service

I've read everything Mr Z has said about the service he received from Barclays. But even if I accept what he's told us – and I note that I am only considering events up to March 2023 when the complaint was referred to us – I consider that Barclays' offer of £250 for any distress and inconvenience is fair and reasonable in all the circumstances.

I say that because Mr Z said he wasted over five hours trying to sort this matter out in addition to time spent using the app – and he never received the information he requested. Even taking into account the stress, anxiety and frustration this and the inaccurate statements have caused him, bearing in mind how we look at compensation awards, I consider this is a fair offer.

Information

The investigator has forwarded the information to Mr Z that he wanted. It's not really our role to do that. We don't act as a forwarding service for Barclays. But I accept the difficulty Mr Z had in obtaining the information so I can see why it was a pragmatic way forward. But if Mr Z feels there is still information missing, he should approach Barclays for that.

Terms and conditions

The original terms and conditions allowed Barclays to change the terms and conditions for certain reasons. If Mr Z thinks that Barclays has not acted in line with the original terms and conditions then he would need to raise a new complaint about that.

My final decision

Barclays offer Mr Z £250 for any distress and inconvenience. In all the circumstances I consider this is a fair and reasonable way to settle this complaint.

My final decision is that Barclays Bank UK PLC should pay Mr Z £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 5 February 2024.

Ken Rose
Ombudsman