

## **The complaint**

Mr D complains that he's unable to port the Mortgage Current Account (MCA) he holds with Barclays Bank UK PLC to a new property. He says he can't afford to move if he's unable to retain this feature.

## **What happened**

Mr D has a mortgage he took with Barclays in 2009. The mortgage has an MCA attached to it. This works like an overdraft and allows Mr D to borrow additional funds on a flexible basis secured on his property. Mr D says he ported the mortgage to a new property in 2013 along with the MCA.

Recently, Mr D has decided he wants to move house. He spoke with Barclays to try to port the mortgage and the MCA. Barclays has told Mr D that it no longer offers the MCA, so this would need to be repaid when he moves house and redeems the existing mortgage, and he wouldn't be able to move the MCA to the new property.

Mr D complained to Barclays. He says he believed that the MCA was guaranteed for the lifetime of the mortgage and that he should be able to port it to the new property he wishes to purchase. Barclays didn't uphold the complaint, so Mr D referred it to us.

One of our Investigators looked into this complaint. He didn't think that Barclays has ever informed Mr D that the MCA was portable, so he didn't recommend the complaint be upheld. Mr D didn't agree with this and asked for the complaint to be considered by an Ombudsman. So, it's been passed to me to review and make a final 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.

It's clear that Mr D feels very strongly about this matter. He's provided a lot of information which he believes supports his complaint. I've considered everything he's sent us, and all of the points he's made when bringing the complaint and when responding to our Investigator's view. I may not address every point Mr D has made. I hope he realises I mean no disrespect by this, but it simply reflects the informal nature of our Service. Instead, I'll focus on the crux of the complaint – whether Mr D should be able to port his MCA.

I've reviewed the mortgage offer, the mortgage terms and conditions and the MCA terms and conditions. None of these suggest that the MCA is guaranteed to be ported to a new property. In fact, the mortgage offer clearly says:

*"The Mortgage Current Account Reserve must be repaid in full if the main mortgage is repaid in full."*

So, I'm satisfied that porting of the MCA was not a guaranteed feature of this mortgage.

Mr D has said that he previously ported the MCA. But what I think likely happened was the

previous MCA was repaid and a new one set up for the new mortgage because, at the time, Barclays still offered the MCA for new mortgages. Now that Barclays no longer offers the MCA, this can't be done.

Mr D believes that the MCA was guaranteed to last for the lifetime of the mortgage. However, this is because Mr D is considering his mortgage as one contract which he effectively moves to new properties when he ports it. But this isn't correct. When a mortgage is ported, it's the mortgage product that is ported, for example a fixed rate. So, what is actually happening is the existing mortgage is repaid and a new mortgage is set up. It's purely the rate that is moved to the new mortgage or "ported".

So, once the existing mortgage is redeemed, that mortgage has ended. And the offer sets out that the MCA must be repaid when the mortgage is redeemed. I understand that Mr D considers the lifetime of the mortgage to be how long he holds the mortgage for, regardless of the property it's secured over. But that's not how porting works. Each time a mortgage is ported, the existing mortgage is redeemed, and a new contract is started. Now that Barclays no longer offers an MCA, a new one can't be set up for what would effectively be a new mortgage. And there's no requirement for Barclays to continue to offer products if it chooses not to.

Mr D has said Barclays has never told him that it no longer offered an MCA. Barclays will change the products it does and doesn't offer over time. It's entitled to do so, and I don't think it was required to make Mr D aware of this when it withdrew the product as this wouldn't have had an impact on him at the time. And even if Barclays had made Mr D aware that it was withdrawing the MCA for new mortgages, I can't see that he would've acted differently and there's nothing he could've done to have prevented the withdrawal of the MCA for future mortgage applications.

I am sorry to disappoint Mr D. As I've said, he clearly feels strongly about this matter. But I've seen nothing to suggest that the MCA was guaranteed to be portable on request or that Barclays led Mr D to believe this. So, I don't think Barclays has done anything wrong here.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 January 2024.

Rob Deadman  
**Ombudsman**