

The complaint

Mr H's complaint is about a mortgage he has with Barclays Bank UK PLC. He is unhappy that, due to delays, the interest rate product he'd wanted was no longer available.

What happened

Mr H had an existing mortgage with Barclays which was on a fixed rate of 2.09% until 31 January 2023.

He wanted to arrange a new interest rate product and on 1 September 2022 Barclays changed its rules to allow customers who had less than 150 days left to run on their existing preferential rate product to book a new rate (previously customers had to be within 90 days of the end date of the existing rate).

The first appointment was booked for 13 September at 1.30pm which was due to be a meeting in branch. Mr H has said he booked a branch appointment (rather than one that would be carried out over the phone) as that is what he had previously done, albeit his previous mortgage adviser had since left so he was meeting with someone new. The booking note for that appointment says *"Wanted to come in Branch"*.

On 6 September the branch mortgage adviser emailed Mr H saying:

"I have tried to call you regarding your mortgage appointment but there was no answer, I need to cancel your appointment as I have a meeting all day next Tuesday. If you wish to rebook, can you please call me on [mobile number]"

As part of our investigation Mr H said about the email *"i never saw this email as i was abroad without access to my emails and when i attended the appointment a day after retuning from abroad i then found out it had been cancelled."*

On 13 September the mortgage adviser booked a further appointment for Mr H for 12pm on 23 September. An email confirmation of the appointment was sent out, which Mr H has recently provided a copy of to our service. The booking note for that appointment says *"Advised rate switch face to face in [branch name]"*.

Mr H missed this appointment as he turned up at the branch at 2pm instead. He said this was due to the fact he'd written 2pm down on a piece of paper, and when he turned up at that time the mortgage adviser wasn't available as she didn't work afternoons.

The final appointment was booked on 30 September by the branch mortgage adviser, however this time the appointment was with Barclays' telephone team. That appointment was booked for 7 October at 12.30pm. Mr H successfully applied for a new rate in that appointment and a complaint was raised about the delays leading to Mr H now having a higher interest rate product.

Barclays didn't uphold the main thrust of the complaint, although it offered £150 compensation for the length of time Mr H said he'd had to wait to get through on the phone before being cut off.

Mr H referred the complaint to the Financial Ombudsman Service. One of our Investigators considered the complaint, but he didn't recommend it be upheld.

Mr H didn't accept the Investigator's conclusions and so the case has been passed to me to decide.

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 understand there has been confusion about whether or not Mr H could have applied online for a new rate and it seems he could have done so, but there was a specific way the application had to be made using a link that Barclays would provide.

In the call on 7 October Mr H said the branch adviser said he could apply online and that he'd watched the video about how to apply but had been unable to do so. Unfortunately, we can't now replicate what Mr H saw and what he did, but I've no reason to believe if he'd used the right link (which Mr H didn't say he hadn't been provided with when discussing it on 7 October) and followed the steps correctly that an application wouldn't have been successful. If the process didn't work at all then Barclays would have been made aware of that fact due to all its other customers who wanted to apply online also reporting they were unable to do so. I don't know what went wrong for Mr H or why, but I don't think this complaint turns on this point anyway. I'll explain why.

Although Barclays cancelled the first appointment I'm satisfied it did so giving plenty of notice. The adviser tried to call Mr H first so the appointment could be rearranged, and when she was unable to get hold of him she sent an email giving her mobile number so he could call to rebook. That email was sent one week before the appointment was due. Whilst it is unfortunate the appointment had to be rearranged, things come up and sometimes that has to happen.

Whilst Mr H has said he didn't see the email as he was abroad without access to his emails until a day before the appointment, that isn't the case. Mr H has provided copies of his plane tickets and those show his return flight was on 6 September; the same day the email was sent which was a week before the appointment had been booked for (which was 13 September). It is unfortunate that Mr H didn't read that email and return the adviser's call as had he done so it is likely the appointment could have been rearranged much sooner than it was.

Instead, Mr H said he turned up to the (cancelled) appointment on 13 September and at that time a new appointment was booked for 23 September. That's supported by the information we've received from Barclays. Unfortunately it seems Mr H wrote down an incorrect time for the second appointment as he attended the branch at 2pm when the appointment had been booked for 12pm. Mr H has provided us with a copy of the appointment confirmation email he received and that clearly states 12pm as the appointment time so I'm unable to hold Barclays liable for Mr H missing that appointment.

There is a dispute about what happened next, with Mr H originally saying there was no other appointment before 7 October, but later saying there was a telephone appointment booked for 29 September *"I did have a telephone appointment on the 29th & the person that i spoke*

to on that day advised me that she could not do the rate switch as she thought it was just a general mortgage enquiry & didn't have time".

But the only record of a call on 29 September was an incoming call from Mr H to Barclays where he disconnected the call after less than two minutes. Whereas if this was a phone appointment like Mr H said it would have been an outgoing call of longer than that.

When our Investigator asked Mr H about that he said "I think the purpose of the call on the 29th of Sept may have been due the misunderstanding that occurred of the missed appointment thinking it was 2pm / not at 12pm. So was probably looking to rebook but disconnected the call due to being placed in a queue with a long wait time. However, I'm not a 100% sure as it was over a year ago."

It appears from Barclays' records that the successful telephone appointment (of 7 October) was booked by the branch for him on 30 September, so that ties in with what Mr H said above, in that he disconnected the 29 September call due to not wanting to wait in a queue, and then perhaps he contacted the branch the following day to book the 7 October appointment.

Since the summer of 2022 more people were looking at preferential rate products as there had been a steady increase in the Bank of England base rate, with a 0.50 percentage point increase on 4 August and then another on 22 September. By late September 2022 lenders were experiencing an unprecedented number of calls. This was as a result of a 'mini-budget' by the then Chancellor of the Exchequer which had taken place on 23 September 2022, and which threw the financial markets into turmoil and had a knock-on effect on mortgage interest rates.

Consequently, large numbers of customers whose interest rate products were due to expire tried to secure a new product before mortgage interest rates increased any further which led to longer wait times for appointments, both in person and over the phone.

Overall, whilst I acknowledge Mr H's frustration, I'm not persuaded Barclays did anything wrong. There was no mortgage offer for the 3.39% five-year rate, because by the time Mr H had a successful appointment with Barclays that rate had been withdrawn. Simply selecting a desired product is not the same as making an application for it. With a fixed-rate product, the bank borrows a fixed amount in the wider markets so it can lend that money to customers at a particular rate of interest. Individual customers apply for a tranche of these funds and once all the tranches have been applied for, the product is withdrawn.

I fully acknowledge that Mr H is unhappy that, by the time he spoke to Barclays, the rate he wanted was no longer available. But overall I'm not persuaded Barclays is at fault, or is under any obligation to offer the 3.39% five-year fixed rate product to Mr H. Whilst Barclays cancelled the first appointment, it gave a week's notice of that and asked Mr H to get in contact with the mortgage adviser to rearrange. He didn't do so. Mr H didn't attend the second appointment as he got the time wrong. And then the third appointment led to a successful application being made. The delay in getting a rate was as a result of events outside the control of Barclays, and so I'm unable to find that the bank has acted unfairly or unreasonably.

Whilst I have sympathy for the situation Mr H found himself in, I don't consider that Barclays did anything wrong in relation to this matter.

Finally, Mr H said that he experienced long hold times and was disconnected. However, Mr H has been unable to provide an itemised call log to show these calls, and Barclays' call records only show one call in from Mr H which is the under two-minute call I referenced

earlier. As Mr H hasn't been able to provide evidence to support the length of time he was on hold, or that calls were disconnected, and the evidence we have from Barclays only shows one incoming call (of under two minutes), I simply can't award any compensation for this point.

That said, Barclays has already made an offer to pay £150 to settle this part of the complaint. I don't know if that offer is still available, so Mr H should contact Barclays directly to discuss it if he now wishes to accept this.

My final decision

I don't uphold this complaint, and I don't think Barclays Bank UK PLC needs to do anything to settle it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 December 2023.

Julia Meadows

Ombudsman