

The complaint

Mr S complains that Barclays Bank UK PLC mis-sold a mortgage to him in 2019. He says Barclays applied a five-year product to his mortgage instead of the 10-year product he chose. He asks that Barclays applies the 10-year product to his mortgage.

What happened

Mr S took out a mortgage with Barclays in 2019 for the purchase of a house. The mortgage was recommended by Barclays. Mr S says he was given options for a three-year, five-year and 10-year product and chose the 10-year product. He says he signed the mortgage documents unaware that they were for a five-year product. Mr S says he's facing higher interest rates after the product expires in 2024.

Mr S says as an Autistic individual with Asperger's he relies on the literal interpretation of information provided to him. When he opted for the 10-year fixed rate mortgage product he trusted that the advice he received accurately reflected the product's duration. He says his reliance on others for information is a fundamental part of his condition.

Mr S is unhappy that Barclays can't provide a recording of his call with the mortgage adviser. Mr S says he could have taken out a 10-year product with another lender if he'd been given correct information by Barclays.

Our investigator said while it was unfortunate that Barclays can't provide the call recording from 2019, the available evidence didn't suggest it had made an error. Our investigator said the documentation made it clear that this was a five-year product. She said Mr S hadn't made Barclays aware of his condition until mid-2023.

Mr S didn't agree. He said he relies on spoken information to make decisions and trusts that the written information that follows will match the advice given. He says he told Barclays this on the call with the mortgage adviser.

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.

Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in based on the available evidence and the wider circumstances.

Mr S took out a mortgage with Barclays in mid-2019. Barclays recommended the mortgage. So it needed to collect information from Mr S about his aims and circumstances to ensure its recommendation was suitable.

Barclays can't provide a recording of the mortgage adviser's call with Mr S. It did provide:

- The mortgage offer. This says the product is for five years. It says the fixed interest rate

expires on 31 July 2024. Mr S borrowed an amount equal to 95% of the property value.

- Information about the interest rate products available in June 2019. It didn't have a 10-year product for a 95% loan to value mortgage.
- The application form completed in mid-June 2019. This is for a five-year product. This says the five-year product was recommended because Mr S wanted stable payments, security and peace of mind. He didn't want any longer or any shorter.

Mr S would not have been able to take out a 10-year product with Barclays in 2019. The maximum loan to value for a 10-year product was 80%. Mr S was borrowing 95% of the value of the security property. So he didn't match the criteria for a 10-year product.

Barclays can't provide a copy of the call recording. But that doesn't mean I can make a decision that the mortgage adviser told Mr S that his mortgage would have a 10-year product.

But on balance, it seems unlikely that Barclays would tell Mr S it could offer him a 10-year product when that wasn't the case. I appreciate that this is Mr S's recollection of the call with the mortgage adviser. In fairness I need to take into account that this call took place more than four years before Mr S made his complaint about the product term. It's reasonable to expect memories of a discussion of this type to be less clear after four years.

A 10-year product might have been Mr S's preference in 2019. But this wasn't available to him through Barclays. Once Barclays told Mr S this he might quite reasonably have decided to take out a five-year rate. He couldn't have known at that time that interest rates would increase.

Mr S's recollection is that he was told his application would be for a 10-year product. But even if I were to find that the mortgage adviser misled Mr S about this (and I must be clear that I'm not making this finding) that doesn't necessarily mean that I'd find it fair to require Barclays to pay compensation.

First, I think that Barclays took reasonable steps to make Mr S aware that his mortgage would have a five-year product.

The mortgage illustration and the mortgage offer say the product is for five years. Mr S signed the mortgage offer. His property purchase completed three months after the mortgage offer was issued. Mr S had this time to review the mortgage offer before the mortgage completed and to ask Barclays for help if there was anything he wasn't sure about.

Mr S says he made Barclays' mortgage adviser aware that he'd rely on what he was told on the call rather than the written documents.

The mortgage offer is an important document. Barclays would expect Mr S to read it carefully and ensure he understood it before signing it. If Mr S told the mortgage adviser he would have difficulty processing written information in the mortgage offer I'd expect Barclays to have some record of this and any help it gave Mr S to make sure he knew what product he was signing for.

I've listened to recordings provided by Barclays of other calls with Mr S in mid-2019. Mr S called Barclays as he couldn't access its systems to check the progress of his application online. He didn't tell it about his Asperger's on these calls or ask for help from Barclays, other than an update on the progress of his application.

There's nothing in Barclays' records to suggest it knew Mr S is Autistic in 2019. In the circumstances, I don't think I can fairly say that Barclays knew or should have known in 2019 that Mr S would have difficulty understanding the mortgage offer.

Second, I'd need to believe that Mr S would have done something different if he'd known Barclays couldn't offer him a 10-year product.

Mr S says he could have taken out a mortgage with another lender with a 10-year product. He didn't provide evidence of this or what interest rate he'd have secured. Without this, I can't fairly find that Mr S would have been able to take out a 10-year product with another lender and that the interest rate would have been appealing enough for him to do this. I can't fairly say that Mr S is worse off for taking out the mortgage with Barclays.

I know Mr S will be disappointed. But I don't think it's fair or reasonable in the circumstances to require Barclays to apply a 10-year product to his mortgage (a product that was never available to him) or to pay compensation.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 June 2024.

Ruth Stevenson
Ombudsman