

The complaint

Mr E is unhappy that Barclays Bank UK PLC, trading as Barclaycard, didn't pay £100 cashback to him, in line with an offer he'd received from them.

What happened

Mr E received an email from Barclays advising of a cashback offer that would be running for a limited time. Mr E made what he felt was a qualifying purchase to take advantage of that offer and expected to receive £100 cashback from Barclays as a result.

But Mr E didn't receive the cashback from Barclays as he anticipated. And when he asked Barclays why he hadn't received the cashback, he was told that although he'd instructed the purchase within the qualifying time period, the merchant hadn't completed the purchase until over six weeks later, by which time the cashback offer had ended, and that because of this the purchase wasn't deemed to have qualified for the cashback offer.

Mr E wasn't happy about this, so he raised a complaint. Barclays looked at Mr E's complaint, but they confirmed that the purchase wasn't considered as being qualifying by them because the merchant hadn't completed the purchase within the required timeframe.

Mr E wasn't satisfied with Barclays response, so he referred his complaint to this service. One of our investigators looked at this complaint. But they also didn't feel that Barclays had acted unfairly towards Mr E in how they'd managed the situation, and so they also didn't uphold the complaint.

Mr E remained dissatisfied, so the matter was escalated to an ombudsman for 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.

I issued a provisional decision on this complaint on 23 August 2022 as follows:

Barclays acknowledge that Mr E made the purchase within the qualifying time period, but because the merchant didn't complete the transaction by requesting the money from Mr E's Barclays account until after the qualifying period had ended, Barclays deem the transaction to be out of timeframe and therefore to not qualify for the cashback offer.

There are two points that lead me to feel that Barclays position isn't fair or reasonable here. The first is that there is a considerable time between Mr E instructing the transaction and the merchant requesting the funds from Barclays, over which Mr E held no control. And the second is that the cashback offer that Barclays emailed to Mr E was specific to the one particular merchant only and didn't apply to any purchases made with any other merchant.

It therefore doesn't feel fair to me that Barclays would acknowledge that Mr E instructed the transaction within period, but then deem the transaction to be unqualifying because the merchant themselves didn't complete the transaction until the qualifying period had ended. And this is especially the case given that the cashback offer was merchant specific, such that I feel that the possibility that this scenario may arise should have been considered by Barclays when formulating the cashback offer.

I also note that terms of the cashback offer, as emailed to Mr E, which include the following:

"You can earn cashback on multiple purchases but each transaction must:

- be made by you or your additional cardholder(s) on [the merchant's website] or in [the merchant's store] in the UK.*
- take place between 00:01 on 10 December 2021 and 23:59 on 9 January 2022.*
- come to at least £250.*
- be made using your Barclaycard directly (for example, it won't work if you pay using your Barclaycard through a digital wallet)."*

Upon consideration, it seems to me that Mr E's purchase met these terms. The transaction was made by Mr E on the merchant's website within the qualifying period and was for over £250. And it was also made directly on Mr E's Barclaycard account.

Ultimately, I don't feel that it's fair that Barclays should consider Mr E's transaction to be non-qualifying here, given that he instructed it within period and given that I feel Barclays should have taken into account that the specific merchant which the cashback offer applied may in some circumstances have not completed the transaction until several weeks after a customer instructed it – an eventuality that wasn't in that customer's control. And it follows from this that I'll be provisionally upholding this complaint in Mr E's favour and instructing Barclays to pay the £100 to Mr E that I'm satisfied he should have received.

It's also notable that when Mr E contacted Barclays about the cashback offer he was initially given inconsistent information by Barclays agents, including being incorrectly advised that he needed to complete a form and also being incorrectly told that for the cashback offer to be valid he had to have pre-registered, neither of which was the case. As such, I do feel that Mr E has incurred an unnecessary degree of inconvenience and frustration when trying to resolve this matter, and because of this my provisional decision also includes that Barclays must pay a further £75 to Mr E as compensation for the trouble and upset that he's incurred. This means that Barclays must make a combined payment of £175 to Mr E.

Both Mr E and Barclays responded to my provisional decision and confirmed they were happy to accept it. As such, I see no reason not to issue a final decision upholding this complaint on the basis explained above, and I can confirm that my final decision is that I do uphold this complaint in Mr E's favour on that basis accordingly.

Putting things right

Barclays must make a payment of £175 to Mr E

My final decision

My final decision is that I uphold this complaint against Barclays Bank UK PLC, trading as Barclaycard, on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 19 October 2022.

Paul Cooper
Ombudsman