

The complaint

Mr N complains Barclays Bank UK PLC trading as Barclaycard charged him for a streaming service when he was meant to have a five-month free trial.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

Having done so, I've reached the same conclusions as our Investigator for these reasons:

- Barclays sent Mr N an email outlining a promotional offer where he could get five months free access to a streaming service. This email explained that he would need to click the relevant link in the email to sign up for the offer – and that is what Mr N did. However, four months later, he realised he was being charged for the service. Having reviewed this email, I've seen that it explained a code would be needed to activate the promotional offer, and that this code would either be sent to Mr N or instructions would be available on the website. Mr N has said he never received an email with a code.
- Barclays has been unable to evidence whether a code was emailed to Mr N, or if instructions were made available on the website. In light of this, I'm persuaded it's more likely than not that Mr N didn't have all the information he needed to ensure he signed up correctly and received the free trial. Barclays' mistake meant he was charged for the streaming service, as such, they need to take steps to put things right. Mr N's statements show he was charged for four months, and this totaled £27.96. So, this is the amount Barclays needs to refund him.

- Mr N wants to be reimbursed for the value of five months access to the streaming service because the offer was meant to give him access for that period of time. He's also mentioned that Barclays' actions meant he didn't sign up for free trials on other services that were made available to him. I've taken on board what Mr N has said, but I don't consider the refund Mr N he is asking for is fair in the circumstances. That's because he cancelled the subscription after four months. As he didn't access or pay for the service during the fifth month, I don't consider he should be reimbursed for a cost he didn't incur. I also can't ignore the fact that it took around four months for Mr N to realise the issue complained of and he hasn't said he tried to sign up for the other services during that period. Moreover, he had until September 2023 to sign up to the services, but he chose to close his account around the time he raised his complaint. I appreciate Mr N was disappointed with the service he'd received from Barclays, but it was his choice alone to close his account and lose access to the other free trials available.
- Mr N has also asked to be compensated for the distress and inconvenience he experienced. It would have been disappointing and frustrating to find out he was being charged for the streaming service and raising this issue with Barclays would have caused him inconvenience. However, raising a complaint comes with inevitable inconvenience and this isn't something we would ordinarily make an award for. Mr N took the proactive steps (he saw fit) to resolve the issues with being charged. And it's for this reason I don't consider an award for non-financial loss is appropriate in this case.
- Given the above, Barclays should refund the £27.96 Mr N paid for the streaming service. They've already offered to refund the £20 monthly fee for Mr N's card (as he asked for it to be closed), so they should also pay this.

For the reasons above, I'm upholding Mr N's complaint.

My final decision

My final decision is that I'm upholding Mr N's complaint about Barclay Bank UK PLC trading as Barclaycard.

To put things right, Barclays Bank UK PLC trading as Barclaycard should:

- Refund the monthly fees charged for the streaming service between 1 December 2022 and 1 March 2023 (totaling £27.96).
- If interest was charged on the monthly streaming service fees, this should be refunded to Mr N.
- Refund the final £20 monthly fee Mr N was charged.

Barclays Bank UK PLC trading as Barclaycard should pay simple interest at 8% a year, from the dates the above fees were paid (streaming service fee and monthly fee for the card) until the date they are refunded. *

*If Barclays Bank UK PLC trading as Barclaycard considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr N how much it's taken off. It should also give Mr N a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 20 November 2023.

Sarrah Turay
Ombudsman