

The complaint

Mr and Mrs C complain about the information provided during a call with Barclays Bank UK PLC.

What happened

Mr C's explained that after selling a business he deposited the funds received in his joint bank account with Barclays. At the time, Mr and Mrs C held a joint everyday saver account with Barclays and Mr C was a member of the Avios rewards scheme.

On 30 September 2022 Mr C called Barclays and spoke with an agent. Mr C wanted to discuss options for the funds held in the joint bank account. During the call, a savings account available to customers who held a Blue Rewards membership paying an interest rate of 2% was discussed. But Mr C advised that because he already held an Avios Rewards membership he wasn't able to apply. As a result, Mr C transferred the funds held in the joint bank account into the jointly held Everyday Saver account.

Mr C's told us that in the weeks that followed he completed further research on Barclays' website and found that whilst he wasn't eligible to apply for a Blue Rewards membership and open the associated bank account, Mrs C was as she didn't have an Avios Rewards membership in place. Mrs C was able to open the Blue Reward membership and a joint savings account paying the 2% interest rate was set up. Mr and Mrs C went on to move some of funds from the Everyday Saver account into the Blue Rewards account.

Mr and Mrs C went on to raise a complaint with Barclays about the information provided on 30 September 2022. Mr C said that Barclays' agent should've told him that whilst he didn't qualify for the Blue Rewards membership and savings account, Mrs C did.

Barclays issued a final response on 26 January 2023 and offered Mr and Mrs C £50 for the distress and inconvenience caused and £700 as a goodwill gesture. But Barclays said interest had been correctly applied to the funds Mr and Mrs C held in their accounts. Following further representations by Mr C, Barclays issued another final response on 1 March 2023. Barclays said the agent Mr C had spoken with on 30 September 2022 had correctly advised he wasn't eligible for the Blue Rewards savings account. Barclays said that whilst Mr and Mrs C have a joint account, that doesn't mean it can disclose or discuss what products that may be individually available with the other party. Barclays confirmed its offer totalling £750 remained available.

Mr and Mrs C referred their complaint to this service and it was passed to an investigator. They weren't persuaded Barclays had provided incorrect or misleading information during the call with Mr C and didn't ask it to take any further action. Mr C asked to appeal and said data protection rules meant Barclays could've discussed Mrs C's eligibility for the Blue Rewards membership with him. Mr C also said Barclays account terms allowed him to give instructions on a joint basis. Mr C also said it was Barclays' agent that had initially mentioned the Blue Rewards savings account and that they should've been aware his "account" was eligible.

As Mr and Mrs C asked to appeal, their complaint has been passed to me to make a 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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

I've listened to Mr C's call with Barclays on 30 September 2022. During the call Mr C asked about arrangements to move funds into an account that provided instant access. The agent highlighted the potential option of the Blue Rewards account. But when they checked Mr C's eligibility they found he was already an Avios Rewards member which meant he wasn't eligible to apply. I think it's fair to say, all parties broadly agree about what happened to this point.

Mr C says the agent should then have looked at whether Mrs C was eligible to become a Blue Rewards member and open the associated savings account. Mr C's also highlighted sections of Barclays' terms and conditions that say it will take instructions from either account holder for matters relating to the joint account. But Barclays says its agent was only able to access Mr C's profile when he called, not Mrs C's. So the agent wouldn't have known whether Mrs C was eligible or not. Barclays also says that to discuss Mrs C's banking arrangements with Mr C without her consent would've breached the data protection rules.

I've read the relevant terms cited by Mr C. They say *"Any one of you can give us any instructions about your joint account... this means that one account holder can change your contact preferences for the joint account, make payments and apply for new products and services (like an overdraft) for all the joint account holders."* The terms also says *"When you have a joint account, any person named on the account can consent to us conducting credit reference, fraud or other enquiries on any or all of you, now and in the future."* In my view, the terms Barclays operates specifically explain that joint account holders can give instructions concerning *that* account. The terms go on to say either party can apply for new products and services for the joint account. But the terms do not say that either party can ask about the others banking arrangements outside of the joint account or instruct Barclays to make applications for separate products or services on their behalf.

I think it's fair to say that the Blue Rewards membership is not a jointly held product. It's something Barclays approved in Mrs C's sole name. And Mrs C's eligibility for the Blue Rewards membership was based on her product holdings, not Mr C's. So whilst I appreciate that once Mrs C joined the Blue Rewards scheme a joint Blue Rewards savings account was opened, that doesn't mean Barclays was entitled to discuss her banking arrangements or eligibility with Mr C when he called on 30 September 2022.

Barclays has also pointed out that whilst its agents are able to provide information about products customers may be eligible for, they don't provide financial advice. Barclays has highlighted sections of its website that set out the eligibility criteria for the rewards schemes and associated savings account it operates, which appears to be what Mr C found in

December 2022. I've reviewed the information provided and I'm satisfied it clearly set out Barclays' eligibility criteria.

I'm very sorry to disappoint Mr and Mrs C. But as I haven't been persuaded Barclays' agent provided misleading or unclear information during the call on 30 September 2022, I'm unable to agree it would be fair to tell it to compensate them with the interest they've asked for.

Barclays offered Mr and Mrs C a total of £750 to resolve their complaint and have confirmed the offer remains open. As I haven't found evidence that leads me to increase the level of compensation, I'm not telling Barclays to do anything else. I leave it to Mr and Mrs C to decide whether they wish to accept Barclays' offer to resolve their complaint.

My final decision

My decision is that Barclays has already made an offer that is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 21 March 2024.

Marco Manente
Ombudsman