

## **The complaint**

Mr B complains that Barclays Bank UK PLC trading as Barclaycard gave misleading information about an Avios promotion.

## **What happened**

Mr B has told us he saw a promotion that said Barclays would award 100,000 Avios points to customers who opened a new bank account and Avios Barclaycard. Mr B has explained he already had credit cards with Barclaycard and was told that if he transferred one to the Avios Barclaycard, after switching his bank account, he would qualify for 100,000 Avios points.

Mr B went on to complete an account switch to Barclays. Once the account switch had been completed, Mr contacted Barclays to convert one of his Barclaycards to the Avios Barclaycard. But when Mr B tried to convert his Barclaycard via Barclays' app it wasn't possible to do so. Mr B was told that if he cleared one of his existing Barclaycards it could be converted to the Avios Barclaycard. Mr B cleared the balance from one of his Barclaycards but was then advised he didn't qualify for the Avios Barclaycard. As a result, Mr B's told us he received 20,000 Avios points but not the full 100,000 offered in the promotion.

Mr B complained and Barclays sent him a final response on 27 January 2023. Barclays apologised that Mr B was given the wrong information about his eligibility for the Avios Barclaycard promotion. Barclays paid Mr B £300 to apologise for the distress and inconvenience caused and agreed to reinstate the 0% balance transfer promotion he had on the Barclaycard that was repaid. Barclays' final response explained that the Avios promotion Mr B wanted to take was only available to new Barclaycard customers. As Mr B was an existing customer, he would've had to select a promotion from the available product transfers. Barclays accepted Mr B had been misled by staff and switched his bank account as a result.

An investigator at this service looked at Mr B's complaint. In its file submission, Barclays agreed to offer Mr B a further £50, taking the total award to £350, for the distress and inconvenience caused. The investigator agreed that Barclays had made mistakes but felt it had agreed a fair settlement to resolve Mr B's complaint and didn't ask it to do anything else.

Mr B asked to appeal and said Barclays had failed to make it clear that the Avios Barclaycard with 100,000 Avios points promotion was only available to new customers. As Mr B asked to appeal his 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 can understand why Mr B is annoyed at the information provided by Barclays before he decided to move his bank account. Clearly, Mr B was of the view that he would be able to switch one of his existing Barclaycards to the Avios Barclaycard and, as a result, would qualify for the points reward. Barclays has accepted that members of staff provided incorrect advice on this point on a number of occasions. I agree that Mr B was caused an unreasonable level of distress and inconvenience in this case. And I'm satisfied Mr B would most likely not have moved his bank account to Barclays if he'd been given the right information.

Mr B's queried the eligibility criteria for the Avios Barclaycard promotion. I understand Mr B felt the promotional information failed to show it was only available to new customers. But Barclays has provided its criteria and I'm satisfied the Avios Barclaycard with 100,000 points reward was only available to customers who didn't already have a Barclaycard. Existing customers can only select product transfers that are available to them at the time of application.

I can see further confusion was caused when Mr B was told that if he cleared the balance of one of his existing Barclaycards it could be converted to an Avios Barclaycard. Mr B complied with that request, despite the Barclaycard having an existing promotion on it. Again, I'm satisfied this caused Mr B an unnecessary level of inconvenience by being given the wrong advice.

I'm sorry to disappoint Mr B as I agree there are grounds to uphold his complaint, but I can't tell Barclays to provide a product he wasn't entitled to take. And as I've said above, I'm satisfied the criteria was for new customers not existing Barclaycard holders. I can't tell Barclays to proceed as if Mr B was a new Barclaycard customer.

I agree that the service and information provided to Mr B by Barclays was poor at times. And I'm satisfied the information Barclays gave Mr B persuaded him to proceed with an account switch to Barclays. Overall, I'm satisfied there are reasonable grounds to award compensation for the trouble and upset caused to Mr B.

Barclays initially offered Mr B £300 for the distress and inconvenience caused but increased its offer by a further £50. Whilst I understand my decision is likely to come as a disappointment to Mr B, I'm satisfied that a settlement of £350 reflects the level of trouble and upset caused by Barclays' mistakes and is a fair and reasonable way to resolve his complaint. To put it another way, the settlement is very much in line with what I would've told Barclays to pay had no offer been made. As I'm satisfied Barclays has already made an offer that is fair and reasonable in all the circumstances, I'm not telling it to increase the award or take any other action.

### **My final decision**

My decision is that I uphold Mr B's complaint and direct Barclays Bank UK PLC trading as Barclaycard to settle by paying him a total of £350 (less any compensation already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 January 2024.

Marco Manente

**Ombudsman**