

## **The complaint**

Mrs M complains that Barclays Bank UK PLC did not honour a promotional offer she applied for.

## **What happened**

Mrs M attempted to apply for a combined offer with Barclays and a credit card company (which I will refer to as CCC in this decision) in Barclays wider group to get bonus points for a reward scheme. Mrs M didn't receive the points, despite her believing she had met the eligibility criteria. She said she believes she received an email from Barclays confirming she was registered for the reward scheme, and she received an error message in the application (app) when clicking on the reward scheme section, so she thought this meant she had already registered for it.

Mrs M contacted Barclays and the CCC about the offer, but she says they have chosen to disassociate themselves from each other with one business only addressing their own issues without reference to the other, even though this was a joint offer between the two companies. She said she didn't switch her account as she felt this would make things worse. Mrs M made a complaint to Barclays.

Barclays did not uphold Mrs M's complaint. They said they'd been unable to locate any evidence to suggest a rewards scheme application was processed for her. They said Mrs M had never paid the reward scheme monthly fee prior to their correspondence of 17 February 2023, to notify Mrs M of their intention to close her Premier account due to dormancy. Mrs M brought her complaint to our service.

Our investigator partially upheld Mrs M's complaint. He said that based on a chat Mrs M had with the CCC about the offer, their response wasn't helpful, and it didn't answer the questions Mrs M specifically asked about the rewards scheme. He said Barclays should pay Mrs M £100 for their service failings. Our investigator said Barclays confirmed they have no record of Mrs M applying for the rewards scheme, no evidence Barclays registered her for the rewards scheme or that Barclays ever charged Mrs M for the reward service.

Mrs M asked for an ombudsman to review her complaint. She made a number of points. In summary, she said she had made very extensive efforts to meet the eligibility criteria for the offer, and on the balance of probabilities she did meet the offer. She said on the chat they provided a direct response to her question confirming eligibility as sought. She said she believed her husband's email address was given to Barclays and she forwarded our service an email from Barclays to his email address dated 28 November 2022 with the subject of the email welcoming him to the rewards scheme. She provided a screenshot of an error being generated at the point of attempting application to the rewards scheme, and she said this failed over several attempts.

## **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.

Firstly, I'm aware that I've only summarised Mrs M's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

Barclays say that Mrs M did not apply for the rewards scheme on the Premier account she opened in November 2022. Mrs M believes she met the criteria to get the bonus reward points. When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities, I'm not persuaded that Mrs M applied for the rewards scheme on her Premier account or met the eligibility criteria. I've looked at the opening letter Mrs M was sent dated 14 November 2022. This says "*As a Premier banking customer, you can also choose to switch on Barclays (reward scheme) for a £12 monthly fee - and start collecting (reward points) now to put towards your next trip with (a third party airline)*". There is also a "2" at the end of this sentence.

At the end of the letter, next to the number "2", it contains the following text "*There's a £12 monthly fee and you have to opt out of Barclays Blue Rewards and go paperless for all your accounts and services with us.*" So I'm satisfied that when Mrs M opened the account, she hadn't at that point registered for the rewards scheme on the Premier account. She would have also been aware that there was a £12 fee – but her statements don't show a fee being debited for the rewards scheme at any time it was open, and Mrs M did not opt for paperless communication until 14 November 2023 – an entire year after she opened the account.

I can see from the information that Mrs M provided us that Barclays had sent her husband an email welcoming him to the rewards scheme on 28 November 2022. This shows the last four digits of his account number in the subject, so I'm satisfied this email related to his account and it wasn't an email confirming Mrs M successfully applied for the rewards scheme. Mrs M has suggested that her husband's email address was given for her. But it wasn't. Barclays have provided a screenshot of their internal system to show the email address they have registered for Mrs M, which is different to her husband's email address (it is the same email address that Mrs M provided to our service on her complaint form).

So as her husband had been sent an email when his application was submitted, it would be reasonable to expect Mrs M to be sent an email if she had also applied for the rewards scheme on her Premier account. And looking at Barclays internal "*cloud*", there is no evidence that Mrs M applied for, or was told by a letter/email that she had applied for the rewards scheme. As there was no fee debiting her account, Mrs M ought to have been reasonably aware, that she did not sign up to the rewards scheme on her Premier account.

The terms of the offer which Mrs M sent to our service with the CCC branding also refers to "*You also won't be eligible for the (Rewards scheme) Bonus while you (or any additional cardholders) are in breach of your (CCC) Terms and Conditions, the Retail Customer Agreement, the (CCC reward scheme) Rules or the Barclays (rewards scheme) Rewards Additional Conditions*".

I've looked at the Barclays (reward scheme) additional conditions to see if Mrs M had met the criteria. But I'm not persuaded that she did meet all of the criteria, and I'll explain why. Page three of this document sets out that Mrs M would get a joining bonus and it sets out

how to qualify. One of the four points on page three says *“Agree to paperless”*. But Barclays have told us Mrs M didn’t agree to paperless communications until 14 November 2023.

Barclays have provided evidence of this as I can see on their *“cloud”* internal system that they sent Mrs M on 14 November 2023 a communication which is titled *“YOU-ARE-NOW-PAPERLESS”*. I’ve reviewed the *“cloud”* documents from opening, and at no point could I see any indication prior to 14 November 2023 that Mrs M had signed up for paperless communication. Page four of the additional conditions also reiterates the need for all of her accounts and services she has with them to be paperless as part of the eligibility for the rewards scheme.

Page 6-7 of the additional conditions show *“You will get the new customer joining bonus if you join Barclays (reward scheme) Rewards within 4 months of opening your first Barclays current account, and complete a full switch of your existing non-Barclays current account to us via the Current Account Switch Service within 3 months of joining Barclays (rewards scheme) Rewards (if you hadn’t already done so)”*. But Mrs M didn’t complete a full switch (or even a partial switch) of her non-Barclays current account. There were no credits to Mrs M’s account until months after account opening (£100 was paid in on 20 February 2023 and was later withdrawn on 15 November 2023).

So on the balance of probability, I’m not persuaded Mrs M applied for the rewards scheme on her Barclays Premier account. She also did not meet the conditions of the bonus offer either by not opting for paperless communications, joining within four months of opening the Premier account, and not completing a full switch of a non-Barclays current account within the three months of joining Barclays. While Mrs M has told us she had concerns that switching her non-Barclays account would make things worse, it was clear this was a condition of the bonus, which ultimately wasn’t met. She also did not pay the monthly fee for the rewards scheme, which her statements which were posted to her would have also confirmed.

Barclays have told our service that they dealt with Mrs M’s complaint even though some of the issues raised by Mrs M were in the CCC chat. They confirmed they were happy for me to look into these issues (as opposed to raising a separate complaint to the CCC). Although the conversations were in the CCC chat, these do relate to her Barclays account.

So I asked Barclays if there were any call recordings or further chats from either company that they could forward me prior to Mrs M making her complaint. Barclays have said Mrs M didn’t call them prior to making her complaint, but they sent further chat transcripts Mrs M had with the CCC. Barclays explained that as Mrs M’s credit card was registered as the primary account in her Barclays app, she would always be first directed to the CCC services.

Mrs M asks a series of questions on 11 January 2023, and the chat goes into 12 January 2023 also. There was a technical difficulty which meant that despite the chat agent saying he would help Mrs M, he didn’t answer her questions. This inconvenienced Mrs M to have to use the chat again on 13 January 2023, where she told them they didn’t reply to her query. A different chat agent responds to Mrs M and he says *“I can confirm you that you are eligible for the offer”*.

But Mrs M didn’t ask if she was eligible for the offer. Her last question was *“In particular can my Premier account stay empty for the time being or do I have to start sending money through it. Your t&c make no mention of that so want to be clear. Thanks”*. So I do think the chat agent let Mrs M down by not addressing her question, or her previous question which was *“Is that all I need to do other than to retain both for 4 months?”*

While the chat agent was factually correct that Mrs M was still eligible for the offer based on the requirements, I would have expected the chat agent to reconfirm the criteria to Mrs M and to tell her that she didn't have the rewards scheme on her Premier account. Although Mrs M said that the terms and conditions made no mention of the information, I can't agree with this as the terms of the offer said they must be read together with the additional conditions, which did set this information out to her.

I've also looked at another chat Mrs M had on 18 February 2023. Mrs M asks the chat agent when she joined the rewards scheme on her Premier account. As the chat agent told Mrs M that he was from their CCC, she would need to ring the number he gave her to be routed through to the correct department. A further chat agent tells Mrs M that her account is not linked to her credit card so she would need to check with the team on the previous telephone number that was given to her.

Mrs M tells the chat agent she doesn't want to ring them as it defeats the purpose of the app, and the chat agent explains they have limited information on her account and that is why she would need to ring Barclays. But he does offer Mrs M a workaround regarding this as he said *"to reinstall the app once and register yourself by using your Premier Account details. Then your chat will always get connected to Premier account Department"*.

I've considered what Mrs M has said about the error message on the app with the rewards section. I asked Barclays about this. They sent me evidence of the error message she received "AV06", and while Mrs M thought she was getting this error because she had already signed up to the rewards scheme, this is not when this error message is produced.

The information shown by Barclays is that this message is displayed when there is no eligible reward scheme earning accounts or there is no reward agreement to return to Mrs M's device. And from the chat records found, there is no mention of this error to Barclays for them to investigate what happened here.

It would not be proportionate for me to ask Barclays to award Mrs M the points (or bonus points) for the reward scheme as she had not met all of the criteria to be eligible for these points. But I do think there were examples of poor service which should result in compensation. I say this because not only did there seem to be a delay with the response to her complaint (although I'm pleased to see this didn't affect her ability to bring her complaint to our service), but she also didn't have direct answers to her questions in the chat, which would have been distressing for her. Due to a technical issue, she was further inconvenienced to use the chat facility again as they hadn't replied to her.

So I'm persuaded that £100 is proportionate for the impact of the poor customer service Barclays provided, and it is in line with our awards for what happened here. So Barclays should pay Mrs M £100 for distress and inconvenience.

### **Putting things right**

Our investigator has suggested that Barclays pays Mrs M £100 compensation for distress and inconvenience, which I think is reasonable in the circumstances.

### **My final decision**

I uphold this complaint in part. Barclays Bank UK PLC should pay Mrs M £100 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 19 March 2024.

Gregory Sloanes  
**Ombudsman**