

The complaint

Mrs D complains that Barclays Bank UK PLC trading as Barclaycard didn't give her 100,000 Avios points as part of a promotional offer.

What happened

Mrs D applied for a Barclaycard in order to take advantage of a promotion of 100,000 Avios points.

The promotion said that in order to be eligible, an applicant had to have a Barclaycard Avios Plus Credit Card and a Barclays Premier current account with Barclays Avios rewards switched on. At least one of the Barclaycard Avios Plus Credit Card or current account had to be opened in the qualifying period. Mrs D already held a Barclays Premier current account jointly with her husband.

Mrs D's application was successful. However, after 4 months had passed Mrs D still hadn't received the Avios points. She queried this with Barclays and was advised that she wasn't eligible for the promotion.

Mrs D complained to Barclays.

Barclays upheld the complaint. It said that in order to be eligible to receive the 100,000 Avios Bonus points, you need to have both an Avios Plus Barclaycard and Avios Rewards switched on for the Premier Current Account in one individual's name. Barclays said that because Mrs D held one product and her husband held the other, she hadn't met the criteria to be allocated the points. Barclays acknowledged that its system had started to allocate Mrs D's Premier Account £5.00 cashback every month since July 2023 for having both products. It said this was an error and that she shouldn't be receiving this, but that it would allow the payment to continue. It said that if its systems were audited and the payment stopped at any point in the future, Mrs D would not be entitled to have the decision appealed unless she chose to switch the Avios Rewards from her husband's name to her own. Barclays offered Mrs D £150 compensation for the distress and inconvenience caused.

Mrs D remained unhappy and complained to this service. She said her application had been approved with no warning that she hadn't met the criteria. She said she'd checked numerous times with Barclays in the first 4 months that she was eligible and had been assured that she was. Mrs D said the terms and conditions of the promotion weren't clear and that two other elements of the offer (cashback and lounge pass) which had the same eligibility conditions had been rewarded to her.

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've reviewed the eligibility conditions for the promotion. These state that in order to be eligible the customer must:

1. Hold a Barclaycard Avios Plus Card and Barclays Premier Current Account with Avios Rewards switched on. One or both of these products had to be open or joined within the qualifying period of 3 October – 30 November 2022.

2. Continue to hold both products for 4 months from the date the most recent product was opened

3. The Avios bonus will be sent within two months of meeting the eligibility criteria.

Barclays has said that Mrs D wasn't eligible for the promotion. It has explained that the Avios Rewards are held within the Premier Account and that this needed to be in the Applicants name.

This is stated in the Additional Conditions of Barclays Avios rewards at page 4 as follows:

"Your current account will be your nominated account for Barclays Avios Rewards. If it's a joint account, only one of you will be able to join Barclays Avios Rewards from it".

In this case, Mrs D's husband was named on the Avios Rewards.

Based on what I've seen, I'm satisfied that Mrs D didn't meet the eligibility conditions for the promotion.

I've thought about whether the eligibility rules were sufficiently clear that Mrs D ought reasonably to have been able to understand them. I've taken into account that it was left up to Mrs D to make sure she met the eligibility conditions, which involved reading four separate sets of terms and conditions. This is quite a lot to expect a consumer to read, although I can see from the customer journey information provided by Barclaycard that Mrs D would've been directed to read them. Having read the conditions which are most relevant to what's gone wrong for Mrs D here - The Barclays Avios Additional Conditions – I'm satisfied that these state clearly that if the bank account is joint, only one account holder can benefit from the Avios Rewards. On balance, I think the eligibility conditions were reasonably clear.

Mrs D has said that she was told more than once by Barclays agents that she was eligible. I haven't been able to listen to any of the calls from around the time when Mrs D applied for the card, so I can't be certain of exactly what was said. There are calls and chat scripts available from February – August 2023 and I've reviewed these. I can see that on some of the calls, Mrs D was advised that she was eligible for the promotion. This was incorrect advice. Barclays has accepted that it gave Mrs D incorrect information about her eligibility and has offered to pay compensation for this.

Taking everything into account, I think Barclays should compensate Mrs D for the distress and inconvenience caused to her as a result of being advised that she was eligible for the promotion when she wasn't.

Putting things right

I appreciate that Mrs D wants the 100,000 Avios as a resolution to this complaint. I'm unable to ask Barclays to do that, as I haven't found that Barclays made an error when it found that Mrs D wasn't eligible for the promotion.

I also appreciate that Mrs D has paid a monthly fee for the card and wants her financial losses reimbursed. However, I can see that the card has other benefits which Mrs D has been able to take advantage of, including a £5 per month cashback and lounge passes. Alternatively, Mrs D could've mitigated her losses by cancelling the card.

Because of this, I'm only able to look at compensation for the distress and inconvenience caused to Mrs D as result of her loss of expectation, caused by Barclays providing her with incorrect information her on more than one occasion that she was eligible. IN this respect, I agree with the investigator that the sum of £250 is fair and reasonable.

My final decision

My final decision is that I uphold the complaint. Barclays Bank UK PLC trading as Barclaycard must pay compensation of £250 to Mrs D.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 4 September 2024.

Emma Davy
Ombudsman