

The complaint

Mr M is unhappy that Barclays Bank UK PLC, trading as Barclaycard, didn't award him 100,000 Avios points after he signed up for a promotion specifically to receive those points.

What happened

Mr M contacted Barclays in November 2023 because he wanted to take advantage of a promotion that Barclays were running at that time which offered 100,000 Avios points if certain criteria were met. Mr M believed that he'd fulfilled the necessary criteria. However, a few months later, Mr M noticed that he hadn't been credited the 100,000 points by Barclays, and when he contacted them about this, he was told that he hadn't fulfilled the necessary criteria to be eligible for the points. Mr M wasn't happy about this, so he raised a complaint.

Barclays responded to Mr M and confirmed that he hadn't fulfilled all the criteria needed to be eligible for the 100,000 points. But Barclays did acknowledge that Mr M had tried to fulfil the necessary criteria but had been hindered from doing so by technical issues. Because of this, Barclays reimbursed £300 of account fees that Mr M had paid. Mr M wasn't satisfied with Barclays response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response Barclays had issued to Mr M's complaint already represented a fair outcome to it. Mr M remained dissatisfied, so the matter was escalated to an ombudsman for a final 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 issued a provisional decision on this complaint on 29 August 2024 as follows:

I acknowledge that Mr M didn't fulfil the necessary criteria to receive the 100,000 points. But I feel that Barclays themselves should fairly bear a large degree of responsibility and accountability for this.

I've listened to several phone calls between Mr M and Barclays, and having done so it's clear that Mr M was signing up for the Barclays accounts he did primarily to take advantage of the promotional offer of 100,000 Avios points. And it's also apparent that when Mr M spoke with Barclays agents about what he needed to do to fulfil the criteria required to receive those points, that Barclays agents were unable to assist Mr M because of technical issues the agents experienced themselves with Barclays systems.

However, given that Mr M had reached out to Barclays in this way, I feel Barclays should have taken whatever steps were necessary to ensure that Mr M did fulfil the necessary criteria with their assistance – which I feel Mr M was clearly asking Barclays to provide.

For instance, Barclays could have called Mr M back at a later date, when Barclays systems were working without issue, and ensured that Mr M fully understood what he needed to do.

But Barclays didn't do this. And I feel that by not taking the time to ensure that Mr M did meet the necessary criteria to qualify for the 100,000 points, that Barclays have provided a poor standard of service to Mr M and should credit him with the 100,000 Avios points that he didn't qualify for because of the poor service that Barclays provided to him.

I also note, from listening to the phone calls between Mr M and Barclays, that there was confusion from Barclays agents regarding exactly what Mr M needed to do to qualify for the 100,000 points. And so, I don't accept that Mr M should have clearly understood what he needed to do to qualify for the 100,000 points from his interactions with Barclays' staff.

Finally, while I am provisionally instructing Barclays to credit Mr M with 100,000 Avios points, I won't be making any further instructions to Barclays beyond this, such as any payment of compensation. This is because Barclays did reimburse £300 of account fees to Mr M.

If Mr M is to receive 100,000 Avios points, then he should have paid the account fees that have been reimbursed to him, because he needed the accounts in question to qualify for the points. And I feel that Barclays reimbursement of £300 account fees to Mr M already acts as fair and reasonable 'de-facto' compensation payment, such that no further action is required from Barclays in this regard.

Both Mr M and Barclays responded to my provisional decision and confirmed that they were in acceptance of it. As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Mr M's favour on the basis explained above. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

Putting things right

Barclays must credit 100,000 Avios points to Mr M.

My final decision

My final decision is that I uphold this complaint against Barclays Bank UK PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 October 2024.

Paul Cooper
Ombudsman