

## The complaint

Mr M is unhappy that Barclays Bank UK PLC didn't consider him to be eligible to receive a current account switch incentive payment, or with the service he received from Barclays surrounding this.

## What happened

Mr M saw that Barclays were offering an incentive payment for customers who switched their current account to Barclays. Mr M reviewed the eligibility criteria for the incentive, which stated that he wouldn't be eligible to receive the incentive payment, but he then checked Barclays online incentive eligibility checker, which suggested that he would be eligible to receive the payment. And based on the information provided to him by the eligibility checker, Mr M instructed a current account switch to Barclays.

After the switch had completed, Mr M had several conversations with Barclays telephony staff regarding the incentive payment. Mr M was unhappy to learn that Barclays didn't consider him to be eligible to receive the incentive payment, and he also wasn't happy with the service he received from Barclays agents on these calls. So, he raised a complaint.

Barclays responded to Mr M and confirmed that he wasn't eligible to receive the incentive payment as per the terms of the incentive. However, Barclays did accept that Mr M hadn't received the standard of service from Barclays agents that he should have received, especially when he asked to raise a complaint, and they apologised to Mr M for this and made payments totalling £75 to him as compensation for any trouble or upset he may have incurred as a result. 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 didn't feel Barclays had acted unfairly by considering Mr M to have not met the published eligibility criteria for the incentive. And they felt that the apology and payment of £75 for the service issues Mr M had encountered already represented a fair resolution to that aspect of Mr M's complaint. Mr M disagreed, and 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.

The eligibility criteria for the incentive, published on Barclays website, confirms that the incentive payment is only available to new-to-bank customers. And because Mr M already held an account with Barclays, he wasn't a new-to-bank customer. As such, I'm satisfied that Mr M wasn't eligible to receive the incentive payment.

Mr M has confirmed that he read the incentive eligibility criteria on Barclays website but thought he would confirm this information by using Barclays online eligibility checker, which Mr M has said told him that he would be eligible to receive the payment. And Mr M has explained that it was based on the information given to him by the online eligibility checker that he instructed the switch of a current account that he held with another bank to Barclays – because he thought he would be eligible to receive the incentive payment.

However, by Mr M's own admission he'd reviewed the incentive criteria on Barclays website before using the eligibility checker, which clearly explained that he wouldn't be eligible to receive the incentive payment. Additionally, having reviewed the eligibility checker, I'm satisfied that if Mr M had inputted the correct information about his existing Barclays account into the checker, it would have confirmed to him that he wasn't eligible to receive the incentive payment. And Barclays have confirmed that there was no known malfunction or reports of any malfunction with the eligibility checker at the time that Mr M used it.

Accordingly, I feel it's reasonable to conclude that if Mr M was told by the eligibility checker that he was eligible to receive the incentive payment, that this was most likely the result of an information input error on Mr M's behalf. I also question why, having received an answer from the eligibility checker that was in direct contradiction to what Barclays published eligibility criteria explained, Mr M didn't confirm his eligibility with Barclays before instructing the current account switch, and why he chose to believe the information given to him by the eligibility checker over the contradictory information he'd already seen on Barclays website.

In consideration of these points, I feel that if Mr M did arrive at an incorrect belief that he would be eligible to receive the incentive payment, and then acted on that incorrect belief to instruct the current account switch, that it should be Mr M himself who is considered responsible and accountable for any frustration and inconvenience that he incurred as a result. This is because I feel that it was Mr M's own unreasonable actions that led to his developing the incorrect belief that he would be eligible to receive the incentive payment when that wasn't the case. And because of this, I won't be upholding this aspect of Mr M's complaint.

Mr M has said that when he later called Barclays about the incentive payment, that the telephony staff he spoke with were bullying and aggressive towards him. Accordingly, I've listened to several phone calls between Mr M and Barclays telephony agents, and having done so I don't agree with Mr M's position on this matter. Rather, I feel that Barclays agents were professional and polite, and I feel that it was Mr M himself who sometimes displayed aggressive behaviour towards Barclays staff on those calls.

However, there were instances where Mr M asked for a formal complaint to be raised and when Barclays telephony staff didn't do this. Barclays have acknowledged this fact in their response to Mr M's complaint, wherein they made payments totalling £75 to him as compensation for this matter. This seems fair to me, given the impact on Mr M of the delay in his complaint being raised and the frustration he incurred because of it. And I don't feel that any further action is merited from Barclays in this regard.

Finally, Mr M is unhappy with how Barclays handled his complaint once it had been raised. But this aspect of Mr M's complaint is outside the scope of what I consider here. This is because the rules which define the remit and authority of this service (which can be found in the Dispute Resolution section of the Financial Conduct Authority Handbook) include that this service only has the remit and authority to consider points of complaint about specified financial matters. And how a business handles a complaint is not one of those specified financial matters. In short, this means that this service can't consider a complaint about how a business has handled a complaint.

All of which means that I won't be upholding this complaint or instructing Barclays to take any further or alternative action. This is because I don't feel that Barclays have acted unfairly by considering Mr M to not be eligible to receive the incentive payment and because I don't feel that Barclays bear any responsibility for Mr M incorrectly believing that he would be eligible to receive that payment. And because I feel that the apology and payment of £75 compensation that Mr M has received from Barclays already provides a fair outcome to the service aspect of Mr M's complaint.

I realise this won't be the outcome Mr M was wanting, but I trust that he'll understand, given what I've explained, why I've made the final decision that I have.

## My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 February 2025.

Paul Cooper Ombudsman