DRN-5693879

The complaint

Mr M complains that Barclays Bank UK PLC, trading as Barclaycard, advertised a credit card as offering cashback but when he used the card he didn't receive the cashback that he was expecting.

What happened

I issued a provisional decision on this complaint in June 2025 in which I described what had happened as follows:

> *"Mr M applied to Barclaycard for a credit card account in October 2024. He says that the account was advertised as offering cashback when the card was used for purchases from specified retailers. His application was approved but he then found out that cashback wasn't available for purchases from one of the advertised retailers so he complained to Barclaycard. He then used the credit card to make a payment of £5,638.44 to a holiday company that was one of the advertised retailers in November 2024 but he didn't receive any cashback.*
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> *Barclaycard said that it had discussed his concerns with him and his complaint had been resolved and closed. Mr M wasn't satisfied with its response and complained to this service. He said on his complaint form that he'd lost out on the cashback that he anticipated receiving plus distress and inconvenience. He also said that Barclaycard should be ordered to provide him with a sum equivalent to what the ombudsman deems to be a reasonable level of cashback as compensation plus a sum for distress and inconvenience.*
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> *Mr M's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that cashback rewards were advertised as a feature of the account, but the scheme provider's terms and conditions say:* "The Offers for which you are eligible may vary depending on a variety of factors, such as timing, availability of any Offers or redeemable benefits"*.*
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> *Mr M didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says, in summary and amongst other things, that:*
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> - *the scheme provider's terms and conditions weren't provided to him, Barclaycard was actively advertising an offer for which he would never have been eligible because it was not an offer that was actually available at all, and no regard has been given to statutory authority, which overrides the terms and conditions;*
> - *he had no choice but to make the transaction and, when booking the holiday, he intended to avail himself of the offer from Barclaycard but it was then not available; and*
> - *Barclaycard shouldn't advertise a product as having a very specific benefit*

when it didn't have that benefit and the benefit had been expired for over half a year".

Provisional decision

I set out my provisional findings in that provisional decision and said:

"Mr M says that the reason that he chose the credit card was because he was paying for a holiday and Barclaycard advertised that, if he spent money with a specified holiday company, he'd receive a cashback reward. Barclaycard says that the last offer rolled out to customers under this scheme for the holiday company was in March 2024, nine months before Mr M took out his account and that the landing page displaying an icon for the holiday company only highlights that it is a participating retailer and Mr M needed to be selected for an offer with that merchant to be able to obtain cashback. It also says that there was no offer available in November 2024 with the holiday company so there's no way to say how much cashback would have been offered as part of that deal. It says that Mr M complained about there not being an offer available in November 2024 and then went ahead and made the transaction four days later despite knowing that there wasn't an offer available.

Barclaycard accepts that its advert for the credit card referred to a cashback offer with the holiday company, even though that offer hadn't been available since March 2024, but it says that the scheme provider's terms and conditions say: "The Offers for which you are eligible may vary depending on a variety of factors, such as timing, availability of any Offers or redeemable benefits"*. I've seen no evidence to show that those terms and conditions were clearly referred to in the advert or that the advert made it clear that the retailers identified in the advert wouldn't necessarily be included in the cashback offer. I consider that it would be reasonable to expect Barclaycard to have made it clear in the advert the retailers for which the cashback offer would be available. I don't consider that Barclaycard should advertise products with benefits that are no longer available and I don't consider that it was fair or reasonable for it to advertise the credit card as offering eligibility for cashback with a retailer when there was no such available offer.*

This service offers an informal dispute resolution service and tries to resolve complaints by customers about financial businesses by looking at what is considered to be fair and reasonable in the circumstances. It has no regulatory or disciplinary role over those businesses, so I'm unable to require Barclaycard to change the way that it conducts its business or to punish it if it's done something wrong. Other organisations have responsibility for a company's advertising so I'm not going to comment any further on the advert but will consider whether any financial loss was caused to Mr M and whether he was caused distress and inconvenience by Barclaycard in these circumstances.

Mr M applied for the credit card in October 2024 with the expectation that he would be able to use it to pay for a holiday and receive cashback on the payment. His application was approved but he then accepts that he became aware that there was no cashback offer with the holiday company. He complained to Barclaycard about that in November 2024 and then used the credit card to pay £5,638.44 to the holiday company four days later. When he made that payment he was aware that there was no cashback offer but he still made the payment. I'm not persuaded that he's suffered a financial loss or that Barclaycard should be required to compensate him for the cashback that he says that he should have received for that payment.

Mr M applied for the credit card because of the advertised cashback offer with the holiday company. I consider it to be unlikely that he'd have applied for the credit card if such an offer hadn't been advertised. Mr M will have spent time and effort in applying for the credit card and is then likely to have suffered distress and inconvenience when he found out that he wouldn't be able to get any cashback on the purchase that he was intending to make. I find that it would be fair and reasonable in these circumstances for Barclaycard to pay £100 to Mr M to compensate him for the distress and inconvenience that he's been caused. I'm not persuaded that a higher amount of compensation is justified in these circumstances or that it would be fair or reasonable for me to require Barclaycard to take any other action in response to Mr M's complaint".

Subject to any further comments or evidence that I received from Mr M and Barclaycard, my provisional decision was that I intended to uphold this complaint and to order Barclaycard to pay £100 compensation to Mr M. Both Mr M and Barclaycard have provided detailed responses to my provisional decision. Mr M has invited me to reconsider the financial loss that he says he's suffered and the compensation for the distress and inconvenience caused. He says that I should also recommend that the infringing advert be removed.

Barclaycard says that: the cashback offer is not a credit card in itself, but an additional benefit available to its card holders and Mr M wouldn't have seen any terms relating to the scheme when he completed his online application; the landing page clearly linked to both terms and conditions and frequently asked questions which explicitly stated that offers were personalised and that should have prompted Mr M to seek clarification before applying based solely on the logo present on the page; Mr M would have also had to agree to the terms and conditions in order to register for the scheme and the customer portal would demonstrate what was available; it's reasonable for it to include the company logo on its landing page as a representation of companies and kinds of offers that may be available; Mr M took out the credit card without being informed anywhere that he would receive cashback on any transactions made with that company and wasn't given any specifics including what percentage he would receive, when the offer was live or any limitations to the offer; Mr M continued with the transaction after complaining about a lack of cashback offer which demonstrates that he had awareness that there wasn't an offer available; all agreements allow a 14 day withdrawal period but Mr M opted to make the transaction and he'd specifically selected the product; and it's not reasonable to expect to receive a guaranteed offer based on a logo and it's unfair to conclude that Mr M wouldn't have applied for the card even if he hadn't looked into the rewards element and the link between the rewards offer and the application aren't are clear cut as suggested in the provisional 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.

Having carefully considered both Mr M's and Barclaycard's responses to my provisional decision, I'm not persuaded that I should change my provisional decision. Barclaycard says that it's reasonable for it to include the holiday company's logo on its landing page as a representation of companies and kinds of offers that may be available but I don't agree. I said in my provisional decision:

"*I consider that it would be reasonable to expect Barclaycard to have made it clear in the advert the retailers for which the cashback offer would be available. I don't consider that Barclaycard should advertise products with benefits that are no longer available and I don't consider that it was fair or reasonable for it to advertise the credit card as offering eligibility for cashback with a retailer when there was no such* *available offer".*

Mr M was never going to be eligible for an offer with the holiday company because that benefit was no longer offered and I don't consider that it's acceptable for Barclaycard to use a link with the holiday company to induce customers into signing up for a credit card.

Despite what Mr M has said, I'm still not persuaded that he's suffered a financial loss or that Barclaycard should be required to compensate him for the cashback that he says that he should have received for that payment and I'm not persuaded that the distress and inconvenience that he's been caused justifies more than £100 compensation. I'm unable to require Barclaycard to change the way that it conducts its business and how it advertises its products so, even if it's still using the advert with the holiday company's logo (and I've seen no evidence to show that it is), it's not for me to recommend that the advert should be removed.

Putting things right

I find that it would be fair and reasonable in these circumstances for Barclaycard to pay £100 to Mr M to compensate him for the distress and inconvenience that he's been caused. I'm not persuaded that a higher amount of compensation is justified in these circumstances or that it would be fair or reasonable for me to require Barclaycard to take any other action in response to Mr M's complaint.

My final decision

My decision is that I uphold Mr M's complaint and order Barclays Bank UK PLC, trading as Barclaycard, to pay £100 compensation to Mr M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 September 2025.

Jarrod Hastings
Ombudsman