

## **The complaint**

Mrs C has complained that Barclays Bank UK PLC (“Barclays”) have not been transparent on how it decides which of its Premier customers can receive VIP experiences.

## **What happened**

Mrs C requested Barclays provide her with free tickets to a box at the O2 – which is provided as a discretionary benefit of Barclays’ Premier account.

However, when Mrs C went to request further tickets, she was unable to get any.

Mrs C complained to Barclays, as she felt that the decision process about who gets tickets is unclear and could lead to discrimination.

Barclays responded on 31 May 2024 and it acknowledged that its staff should not have told Mrs C to call Barclays each time she sees an event she’d like to attend. Barclays said that it has an internal policy to decide how complimentary tickets are awarded, but didn’t disclose what that policy is.

After referring her complaint to this service, one of our investigators assessed the complaint. Overall, they didn’t think that Barclays had acted unfairly. But they did think there was a failing in the service provided by Barclays, so said that Barclays should pay Mrs C £50.

Barclays accepted the settlement, and as we’d not heard back from Mrs C, it was assumed that Mrs C accepted the investigator’s conclusions, so Barclays paid Mrs C the £50.

However, Mrs C subsequently responded and said she didn’t agree with the investigator’s findings. As Mrs C didn’t accept the investigator’s conclusions, the matter was referred for an ombudsman’s 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 reviewed everything, I don’t think Barclays needs to do anything further, beyond what it has already done to put things right, for broadly the same reasons that the investigator gave. I will explain why.

Mrs C says she discovered that, by contacting her Premier banking manager, she’d be able to get tickets to various events, as a perk of being a Premier banking customer.

Mrs C is unhappy that she’d not been made aware of this perk earlier, and says that Barclays should pay her £7,200 to reflect all of the tickets that she potentially could’ve benefited from.

Conversely, Barclays says that the provision of free tickets was not a contractual feature of its Premier account. Instead, it says it was an additional ‘perk’ that was previously offered to customers, on an ad-hoc, discretionary basis, subject to availability.

Having reviewed archived versions of Barclays’s website, I can’t see that it was ever guaranteed that Premier account holders would receive a set amount of free concert tickets. At most, I can only see that there are vague mentions that Premier banking customers could

be invited to events by Barclays. So overall, I'm satisfied that the tickets for Barclays' box at the O2 were a discretionary perk and not a key feature of the account.

Nevertheless, I can appreciate why Mrs C felt like she'd missed out, as she'd only discovered the possibility of receiving such tickets in 2023 - and Barclays says she'd had a Premier account since 2015. But the tickets were not a guaranteed benefit of the account. And they were subject to availability – so there was no guarantee tickets would've been available for acts that Mrs C would've wanted to see. So in the circumstances, I don't think it would be reasonable or appropriate to say that Barclays should pay Mrs C a large sum of money, because she'd potentially missed out on receiving free tickets at the O2, prior to 2023.

Turning now to the main issue that Mrs C has complained about, I understand that the tickets were offered on an ad-hoc basis, at the discretion of Barclays' financial guides. Mrs C has said she is concerned that the decision could've been subject to bias or discrimination. As the investigator explained, it is beyond the remit of this service to decide whether Barclays did breach the Equality Act 2010. Only a court can decide that. What I am required to do, is to consider whether Mrs C was treated unfairly or unreasonably by Barclays. I take various things into account when doing this – including the specific circumstances of Mrs C's complaint as well as what the law says.

When investigating the complaint, we asked Barclays to provide evidence of the selection criteria used to decide who gets tickets. Unfortunately, Barclays has given unclear, differing or misleading answers about what the selection process is, to both Mrs C and this service - which has not been helpful.

However, eventually, Barclays has explained that there was no set criteria or written policy to explain the selection process of which Premier banking customers get invited to such events. Instead, Barclays has explained that the decision to offer such tickets to Premier Banking customers was made at the discretion of the financial guide – although this was still subject to availability. And it seems that the availability of tickets is often a major constraint, as the box at the O2 has a very limited capacity in comparison to the amount of Premier banking customers. Barclays explained that the possibility to provide free tickets was to be used to 'empower' financial guides. This was intended to be used to help improve a relationship with a customer where it was deemed necessary, rather than as a benefit to be issued to Premier Banking customers on a regular basis.

Given the opaque selection process, I can understand Mrs C's concern that it could be open to bias and could result in unfair outcomes. Especially when she said she knew someone who regularly received such tickets. However, I can't see that Mrs C was unfairly treated here. When Mrs C was made aware of the perk, Mrs C contacted Barclays and she was able to attend a concert in Barclays' box at the O2 in 2023. She was also offered tickets for another event, but was unable to attend. And a financial guide did check if they could obtain further tickets for Mrs C, to see a specific comedian that she liked, but they were not able to do so.

So based on what I have seen, overall I'm unable to say that Mrs C was treated unfairly or unreasonably.

Barclays has acknowledged that, due to the discretionary nature of awarding the free tickets to Premier banking customers, it updated the process in 2023. Barclays explained that, following the change, Premier account customers can now enter competitions via its app, to win prizes, such as tickets to concerts. This seems a fairer way to allocate such perks, rather than purely at the discretion of Barclays' financial guides.

Nonetheless, even though the process may've since been change, I can see that Mrs C was promised call backs, and her expectations were raised that she may get further tickets when that was not the case. So I do think the £50 recommended by the investigator was reasonable, given the frustration and inconvenience Mrs C was caused.

So having reviewed everything, I agree that Barclays should've been more transparent about its processes – or at least given Mrs C a straight answer about the selection process. But I can't see that Mrs C has been treated unfairly or suffered an actual financial loss. And I think the £50 recommended by the investigator - that has already been paid to Mrs C - is reasonable compensation, for the minor failings in the customer service that Mrs C received. So I don't think Barclays needs to do anything further.

### **My final decision**

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 6 February 2026.

Thomas White  
**Ombudsman**