

## **The complaint**

Miss P complains Lloyds Bank PLC told her she shouldn't fly on her holiday – as it could impact her chargeback claim.

## **What happened**

Miss P paid £969 for a voucher for a holiday but was then charged an additional £400 by the merchant for extras she said was included in the terms of the voucher. When she asked for a refund, she was told no by the merchant. So, she contacted Lloyds, and asked they complete a chargeback for her to claim the money back.

The chargeback claim was rejected by Lloyds – and our service has also considered this and didn't uphold it. But, this complaint is dealing with the phone call Miss P had – where she says she was explicitly told not to go on the first flight, because it'd impact her chargeback claim.

Lloyds said Miss P had asked if flying would affect the outcome of the dispute. And they said if she took the flight, then that'd mean she'd accepted the company's terms and conditions – which is correct. Overall, they didn't think they'd told Miss P not to fly.

Miss P wasn't happy with this and felt Lloyds had told her not to fly – which is why she didn't – so she asked us to look into things.

One of our Investigators did so but didn't think Lloyds had told Miss P not to fly – so didn't uphold her case.

Miss P said she specifically asked the agent at the end of the call if she should wait and not fly – and says she was told yes. Miss P says this advice meant she decided not to fly which caused her a financial loss. So, as Miss P didn't agree with our Investigator, the complaint's been passed to me to decide.

## **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.

To be clear, this decision doesn't address anything to do with the chargeback outcome which has already been considered by our service.

This decision is only about the phone call Miss P has complained about.

Miss P is adamant Lloyds told her to not to fly – Lloyds say they didn't explicitly tell her not to fly.

I've listened to the call. In it, Miss P asks if the dispute can be escalated and she receive an outcome urgently, as she's due to fly with the company early the following week. Lloyds explain the process can't be sped up because the dispute has to be considered fully. Miss P

then asks if she should travel with the company, and at around 3m 40s into the call, the agent starts looking at things. The agent comes back, there is a bit of conversation where the agent re-confirms they can't speed up the dispute or give her an outcome earlier. Miss P then asks if she flies with the company does that affect the dispute. The agent says:

*"If you fly with them, it means you've accepted their terms and conditions, so yes it will affect the decision of the dispute."*

Miss P then says

*"So that means I just have to wait then"*

And the agent replies "yeah"

In disputing the outcome our Investigator reached, Miss P says *"because at the end of the call, I specifically asked the representative from Lloyds bank if I should wait and not fly, she confirmed and said yes"*

Having listened to the call, Miss P doesn't ask if she 'should wait and not fly' – she says 'so that means I just have to wait then'.

In context, Miss P came on to the call asking if the dispute could be sped up, and this was a significant part of the call – and in responding to Miss P, I think Lloyds' agent said 'yeah' in respect of Miss P having to wait for the outcome of the claim. I haven't heard Lloyds' agent at any point say, or even suggest, that Miss P should miss the flight.

Miss P has my sympathy for the position she's found herself in – I know she feels like she's been conned out of a significant amount of money. But I haven't found Lloyds did anything wrong on the phone call, so I can't reasonably say they should be responsible for any of the cost of the holiday.

### **My final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 24 December 2024.

Jon Pearce  
**Ombudsman**