

The complaint

Mr L complains that he was unable to use the balance on his gift card provided by Park Card Services Ltd because it had passed its expiry date.

What happened

Mr L had a gift card with a £5 balance on it issued by Park Card. It had an expiry date of the end of August 2024. He realised the card had expired but wrote to Park Card. He believed that he was entitled to reclaim the balance on the card.

Park Card said that the expiry date was set out in its terms and conditions and was clear to Mr L when the card was sent to him. An issue fee of £10 was added to the balance on the card on the expiry date. And, as the card balance was equal to or below the fee upon expiry, there are no funds to extend or redeem. There is a procedure for reclaiming the balance on the card after the expiry date, but only where the balance is more than £8.90.

Mr L thought that was unfair, as he believed the card had guaranteed credit on it, which he was entitled to receive.

On referral to the Financial Ombudsman Service, our Investigator said that Park Card had acted reasonably. The terms and conditions set out what would happen if the card expired and they thought Mr L was aware of those and of the expiry date when he received the card.

The matter has been passed to me for an Ombudsman's consideration.

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 Financial Ombudsman Service is set up to resolve complaints with minimum formality. And whilst I appreciate Mr L's arguments about the technical nature of the card I won't go into all those arguments point by point. The rules that govern this service allow me to do this.

The card is a gift card provided by Park Card. It can be spent with any of the merchants listed who accept the card. Whilst the card in question is provided through various loyalty schemes or by employers, it can also be bought directly online. It is not a debit or credit card and can't be used to withdraw cash.

Mr L accepts that the card had expired before he came to use it. He accepts that he knew that the card had an expiry date. And from looking at the terms and conditions and the actual card when issued to Mr L, I'm satisfied that he would have known this. He had had the card for two years before it expired. And I think that Mr L should've been aware of the terms and conditions which were provided to him at the time of issue. His point is that he can't now access the balance on the card.

The aforesaid terms and conditions set out what happens and that the £10 charge will be added to the card on the expiry date. This effectively prevents anyone with a low balance on

the card from reclaiming it. I think that's reasonable, as the card is not equivalent to cash. If the card ends up with a debit balance, that is, I understand, written off. I understand that the card can be topped up, but it still must be used before its expiry date.

Mr L says that the £10 fee was added to the card on the expiry date, at 16:08. As the card expired at midnight, he was prevented from using it for over 7 hours before it expired. I understand his argument but I've seen no evidence that he sought to use the card on that date. To be clear I don't consider arguments about what might have happened but look at the facts of the particular case.

The same point applies to Mr L's argument about whether he could have reclaimed the balance on the card when it was over a £8.90 but under £10. That is, that the administrative charge would swallow up the balance anyway. That issue doesn't apply in Mr L's case so I won't consider it further.

I think overall Mr L had a gift card which he knew had an expiry date. And as he didn't seek to use the card before it expired, I don't think that Park Card has acted unreasonably.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 June 2025.

Ray Lawley
Ombudsman