

## **The complaint**

Mrs M complains that she didn't receive the rewards she was expecting under the Marks and Spencer Financial Services Plc Club Rewards scheme.

## **What happened**

On 1 April 2025 Mrs M signed up for Club Rewards membership via an online form.

M&S Rewards is a £10 monthly subscription that gives customers £120 in M&S vouchers as well as other gifts and treats.

Mrs M was expecting a monetary birthday treat and was unhappy when she received a discount voucher. She says that when she signed up for Club Rewards membership instore a member of staff had told her that she would receive a £12 voucher.

Mrs M complained to M&SFS. She wants them to change their terms and conditions to make them clearer and to change the wording from "Birthday Treat" to "Birthday Reward".

M&SFS issued a final response on 2 July 2025. It didn't uphold the complaint and said it wouldn't be making any changes.

Mrs M remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. They said that the terms and conditions of the agreement stated that Mrs M would be sent extra points or an M&S voucher as a special treat for her birthday. The investigator said that because the terms and conditions didn't specify what type of voucher would be sent, it wasn't possible to say that it had to be a monetary voucher. The investigator said that although Mrs M had said that she was advised instore that she would receive a £12 voucher, there was no evidence that this conversation had taken place. The investigator said that because Mrs M had been provided with a voucher as a reward during her birthday month, M&SFS had followed the terms and conditions of the agreement.

Mrs M didn't agree. She said the investigator hadn't taken account of the leaflet she had provided.

Because Mrs M didn't agree I've been asked to review the complaint.

## **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.

I know it will disappoint Mrs M, but I agree with the investigator's opinion. I'll explain why.

I've reviewed the terms and conditions of the agreement. These state as follows:

*"We'll either send you extra points or an M&S voucher as a special treat for your birthday".*

The terms and conditions don't say what kind of voucher will be sent. I appreciate that Mrs M is disappointed that she wasn't sent a monetary voucher but rather a 10% discount voucher, but because the terms and conditions don't specify that the voucher will be monetary, I can't say that there has been an error here.

Mrs M has said that when she signed up for Club Rewards membership, an assistant in store told her that she would receive a £12 voucher for her birthday. The same assistant gave Mrs M a leaflet, which Mrs M says supports her position.

There's no independent evidence of this conversation other than what Mrs M recalls. So I can't fairly conclude that the assistant told Mrs M that she would receive a £12 voucher on her birthday. Even if the assistant did say this, the assistant isn't employed by M&SFS and doesn't sell or promote the Club Rewards product in store. On balance, I'm not persuaded that the product was misrepresented.

I've reviewed the leaflet that Mrs M has provided. This appears to be an old leaflet as it pre-dates the date when Mrs M signed up for the product. I appreciate that Mrs M has concerns that she was able to pick up an out-of-date leaflet in store. However, this would be a retail issue if in store information hasn't been updated and not something I can hold M&SFS responsible for. M&SFS has provided information which shows that its website provided correct information about the product at the time Mrs M signed up for it.

I understand that Mrs M is disappointed because she didn't receive what she was expecting. But having reviewed everything, I've been unable to find evidence that M&SFS has made an error or treated Mrs M unfairly. I'm therefore unable to uphold the complaint,

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 December 2025.

Emma Davy  
**Ombudsman**