

complaint

Mrs L complains that she has not received the 30,000 Bonus Avios voucher - from Lloyds Bank PLC - which she says she is entitled to. Further, she complains that the qualifying terms and conditions were unclear and misleading as was the marketing material.

She considers Lloyds ought to give her the voucher and be obliged to change the relevant terms and conditions and its marketing material for this product.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. She considered that the terms and conditions in the application form were clear. She also considered that as Mrs L had signed the application form then she was taken to have read and understood them as a general principle of law. Even if in this instance it appeared that Mrs L had misunderstood them. Our adjudicator was satisfied that Mrs L had not met the qualifying conditions and therefore Lloyds was not obliged to give her the voucher.

Our adjudicator explained that she considered the marketing material was clear. But in any event we do not have the power to fine or punish Lloyds or tell them they must change their terms and conditions or marketing material as we are not a regulator.

Lloyds accepted this recommendation. Mrs L did not and asked that an ombudsman review her complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

It is clear that Mrs L was very disappointed not to receive the voucher which she thought she was going to get. But whilst I recognise she is dissatisfied with this state of affairs I cannot safely conclude that Lloyds has done anything wrong for which she ought to be compensated as she suggests.

I have read the relevant terms and conditions. Whilst I recognise that Mrs L understood them to mean something quite different. I think a customer with no specialist knowledge would have or ought reasonably to have realised that to qualify for the voucher they would need to spend £500 on their card every month for the first three successive months from when they opened the account.

The information I have seen suggests that Mrs L did not spend enough to qualify and that is why she did not get the voucher.

For these reasons I do not consider that I can safely conclude that Mrs L has demonstrated she is entitled to the voucher as she suggests.

I appreciate that Mrs L considers both the terms and conditions and the marketing material should be amended. But Lloyds is entitled to exercise its commercial discretion in deciding how to word both its terms and conditions and its marketing material and I have no power to say it should have made a different commercial decision.

Lloyds has offered Mrs L £100 as a goodwill gesture for distress and inconvenience. Having regard to the general level of awards this service makes for distress and inconvenience I consider that the bank's offer is fair. I do not therefore consider that it would be correct for me to require Lloyds to pay Mrs L any more than it has already offered to do.

My final decision is that Lloyds has made a fair offer. I simply leave it to Mrs L to decide whether, on reflection, she might be prepared to accept that offer.

my final decision

My final decision is that I do not uphold the complaint.

Joyce Gordon
ombudsman