

## **complaint**

Mr J complains that Lloyds Bank PLC did not make the conditions of a promotional offer clear to him. Mr J is unhappy that he lost out on 18,000 Avios points as a result.

## **background**

Our adjudicator did not uphold the complaint. In her view, Lloyds paid reasonable compensation of £75 for distress and inconvenience. The bank apologised for the delay in Mr J receiving the cards and extended the offer to give him the opportunity to qualify for the promotion. Spending on his American Express card during the extended promotional period was insufficient to qualify for the Avios points. Mr J is unhappy as he does not believe the terms and conditions of the extended offer were made clear.

The case was passed to me to review, and by way of a provisional decision, I set out the reasons why I was minded, subject to the further submissions of the parties, to depart from the adjudicator's initial findings. In summary, my provisional findings were:

- I was satisfied that the original terms and conditions required Mr J to spend £500 each month on his American Express card to qualify for the offer.
- The terms and conditions of the extended offer, in recognition of the delay in receiving his cards, required Mr J to spend £500 each month until his October 2012 statement. Having reviewed all the available evidence, I was satisfied that Lloyds TSB did not properly explain its requirement for this spend to be on Mr J's American Express card and not his MasterCard.
- I concluded provisionally that Mr J met the terms and conditions of the extended offer by spending more than £500 in August, September and October.

Mr J did not make any further submissions. Lloyds responded to say that the phone call to extend the offer only covered the spending requirement, and did not talk about which card he needed to use.

## **my findings**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr J and Lloyds have provided, including Lloyds' point about the discussion not including mention of which card needed to be used. However, I do not consider that is sufficient grounds for me to change my provisional conclusions.

## **my final decision**

My decision is that I uphold this complaint. In full and final settlement, I order Lloyds Bank PLC to award Mr J an Avios voucher for 18,000 points.

Andrew McQueen  
**ombudsman**