

## **complaint**

Mr D complains that Lloyds Bank Plc ("LB") gave him misleading information about the terms of his credit card account.

## **background**

Mr D says he's held his LB Avios card since 2007. He says since having the card he heard on the media a number of years ago that the card didn't have any non-sterling transaction fees for purchases. He says he verified this information by checking the LB website. And he says this led him to expect he wouldn't be charged such fees.

Mr D also says he noticed there was reference on his account statement to non-sterling transaction fees for purchases that 'may' apply. He says he was surprised as there weren't references to these charges on the LB website. So, he says he complained to LB about the matter and was told his card is subject to non-sterling transaction fees and that there are different types of Avios cards.

In addition, Mr D says he believes the information about this matter on the LB website is misleading and not clear. He says it seems reasonable for him to think the Avios card referred to on the website is his card. And he says if there are sub-sets of Avios cards that fees do apply to then this should be clearly stated.

LB says it can confirm Mr D opened his credit card account in 2007 and non-sterling transaction fees have always applied to the account. It says all fees including foreign fees were clearly stated on the terms and conditions when Mr D opened his account. It says they're also clearly stated on each monthly statement produced on his account. And it says it wouldn't be feasible for it to have details of all historic products on its website.

Our investigator thought Mr D's complaint shouldn't be upheld.

Mr D disagreed with the investigator's conclusions. He said he agreed LB isn't under an obligation to provide terms and conditions online. But he said he believes where it does provide information then it must be clear and not misleading. And he said in view of the information on the LB website, the fact that non-sterling transaction fees do apply to his particular Avios credit card is misleading.

So, the matter's been referred to me to make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've decided not to uphold Mr D's complaint and I'll explain why.

I see the terms and conditions LB gave Mr D when he opened his account state that non-sterling transaction fees do apply. And I think this information was clear and unambiguous.

There's no dispute that the current Avios credit card issued by LB benefits from no non-sterling transaction fees. And this is reflected in the information on the LB website. But I

have to decide whether that's unfairly misleading to LB customers such as Mr D, who took out previous versions of the Avios card.

I acknowledge Mr D's argument in this respect, but businesses are entitled to change the terms on which they offer financial products to customers. And I don't think it's reasonable to expect a business to include a comprehensive list of all its previous terms and conditions for any particular financial product on its website.

So, for these reasons, I don't think LB's done anything wrong. And this means I can't fairly and reasonably uphold Mr D's complaint.

**my final decision**

I don't uphold Mr D's complaint against Lloyds Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 February 2019.

Robert Collinson  
**ombudsman**