

complaint

Mr T complains that Lloyds Bank plc won't refund to him the money that he paid for some hotel accommodation. He also complains about the customer service that he's received from Lloyds.

background

Payments of £4,297.17 and £430.20 were charged to Mr T's Lloyds credit card in February 2016 for some overseas hotel accommodation. Mr T says that he'd already paid £2,354 to a travel agent for his holiday. So he complained to Lloyds. It credited £2,354 to his account pending resolution of his dispute. But it didn't agree to refund the payments of £4,297.17 and £430.20. It admitted that there'd been a lack of clarity in its communication and that Mr T received poor service – so it paid him £150. It also said that the £2,354 was refunded to Mr T in error but it wouldn't be asking for that amount back. Mr T wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. She said that the evidence showed that Mr T paid £2,354 for flights for his wife and himself and that he was booked to stay at a specified hotel but that the charges made to his credit card were for the hotel services that they received. And she was satisfied that Lloyds had followed its internal processes correctly in connection with the payments. She said that it was very generous of Lloyds not to re-debit the £2,354 that it refunded to Mr T's account and that the £150 compensation that it paid to Mr T was fair and reasonable.

Mr T has asked for his complaint to be considered by an ombudsman. He says, in summary, that he booked a honeymoon package way in advance and the cost of flights and hotel was confirmed. He says that the travel agent's e-mail includes full hotel resort details and an e-mail from the hotel clearly states his booking and credit information.

my findings

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

The travel agent booked flights and accommodation for Mr T's honeymoon. It sent an e-mail to Mr T which said:

"Your Flight Cost: £1,177 per person (including tax and fees). Total Cost including credit card surcharge is £ 2,413"; and:

"Cost Includes: Return Economy Class Airfare. All prepaid Airport taxes and fee".

Mr T paid £2,354 to the travel agent (he didn't use his credit card so didn't pay the surcharge) – but the travel agent had twice said that that payment was for the flights only. The travel agent did confirm Mr T's booking at the hotel – but there was no mention of the hotel charges. Mr T contacted the hotel directly to check that he would receive the advertised room upgrade and resort credit offered for honeymooning couples – and he was told to provide proof of marriage when checking in so that the upgrade and credit could be given to him.

Mr T and his wife stayed at the hotel for their honeymoon. The hotel has provided evidence to show that Mr T signed a guest registration card and voucher for the charges – and it

charged £4,297.17 and £430.20 to his credit card for the cost of their stay and the services that they used. It's provided a copy of the invoice for Mr T's stay. I consider it to be more likely than not that he provided his credit card details when he checked in at the hotel and that the hotel has charged him for the cost of his room and the services that he used.

The evidence clearly shows that Mr T paid £2,354 to the travel agent for his flights – and I've seen no evidence to show that he paid any money to the travel agent for the hotel accommodation. So I'm not persuaded that it would be fair or reasonable for me to require Lloyds to refund the charges of £4,297.17 and £430.20 to his account under section 75.

Lloyds has admitted that there was a lack of clarity in its communication with Mr T and that he received poor service – and it's paid him £150 to compensate him for that. It also says that the £2,354 was refunded to Mr T in error - but it won't be asking for that amount back. So Mr T has received a refund of the cost of his flights that he wasn't entitled to receive and he's received £150 compensation. I understand that these events will have been upsetting for Mr T and will have had an adverse effect on his honeymoon - but I'm not persuaded that it would be fair or reasonable for me to require Lloyds to take any further action in response to his complaint.

my final decision

For these reasons, my decision is that I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 November 2017.

Jarrold Hastings
ombudsman