Discount Vouchers

***There is a local shop that allows you to use discount vouchers for products that they stock against the cost of your overall shopping, whether or not you actually bought the product named in the voucher. What are the Jewish business ethical implications?***

This is such a straight forward question that it is surprising that it arises so often. Perhaps understandably, shoppers are anxious to make as full use of discount vouchers as possible and this sometimes appears to cloud their judgement on what would otherwise be a straight forward issue.

A discount voucher is simply a form of contractual arrangement between the manufacturer or wholesaler of a particular product and the consumer or retailer (or both). The terms of the contract are extremely simple: if you buy the specified product in accordance with any timing or other conditions specified on the voucher then the manufacturer or wholesaler will pay you a specified proportion of the purchase price, or will ask the retailer to lower the price and then reimburse the retailer.

When the retailer returns the vouchers to the manufacturer or wholesaler they require an express or implied warrantee that the conditions set out in the vouchers have been satisfied. Clearly, the most important of those conditions is that on each occasion when the voucher was used the specified product was purchased. Each time a retailer returns the voucher to the manufacturer without having sold the product, the retailer is simply stealing a (normally) tiny amount of money from the manufacturer or wholesaler.

That this is a simple case of theft is easy to demonstrate. If the retailer were to say to the manufacturer openly, “I did not sell any of your products but I would like you to give me money in exchange for this voucher” the answer would of course be no. Obtaining the money on the express or implied pretence that the voucher was accepted against the purchase of one of the manufacturer’s products is therefore simply obtaining money on false pretences or, in common parlance, stealing.

Strictly speaking, the theft is being carried out by the retailer and not by the consumer in the case described above. As a matter of secular law the consumer may well be committing the offence of encouraging or assisting the retailer to obtain money on false pretences. In Jewish ethical terms, in any event, the consumer who presents the voucher to the retailer in circumstances where they both know that the conditions of the voucher have not been satisfied is being *machzik yedei ovrei aveiro* (assisting wrongdoers) which is in itself a very serious prohibition.

The fact that this is such a prevalent practice is simply evidence that consumers’ thinking so easily becomes a little muddled where their own financial interests are concerned. For example, I have heard the excuse that the retailer only accepts the vouchers in cases where the product is stocked in the store “so I could have bought it if I wanted to”. Quite clearly this is irrelevant: in legal and ethical terms it is no different from shoplifting and arguing that “I had the money in my pocket so I could have paid if I wanted to”.

Any other instance of attempting to use a voucher outside its strict terms and conditions raises precisely the same legal and ethical considerations. For example, using or accepting an out of date voucher is a clear case of theft, although in this case it is more likely to be theft from the retailer by the consumer than from the manufacturer by the retailer. Either way, whether the voucher will be dishonoured by the manufacturer when the retailer presents it and he or she will therefore be out of pocket, or whether the retailer will be able to pretend that it was accepted within the stated time, the consumer will have effectively stolen the money, whether from the retailer or from the manufacturer through the retailer.

Of course we are talking generally about tiny amounts of money for discount vouchers. The halachic de minimis threshold for theft is very low, amounting to the smallest amount of money that a person would consider significant. In today’s accounting terms for manufacturers and retailers, profit margins are often so tight that what might appear to be an insignificant amount in relation to a single transaction becomes significant when looked at as a market trend; and the assumption that a person does not care about losing less than a *shovah prutah* ceases to apply when manufacturers or retailers are looking at their books overall rather than at the amounts on individual transactions.

In any event, Jewish ethical behaviour demands more of people than simply avoiding committing technical halachic or secular prohibitions and offences; and those who wish to translate their observance of *Shulchan Aruch* into an overall ethical approach to life, will not wish to benefit even below a de minimis threshold from misuse of discount vouchers.

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