

The complaint

Miss R has complained that NewDay Ltd, trading as Debenhams, didn't assist her in getting a refund, after she tried to cancel a hotel booking.

What happened

Miss R booked a hotel through a third party website, which I'll refer to as 'A', using her Debenhams credit card. But, because of the Covid pandemic, she decided to cancel. Accordingly, she emailed A, but it needed her booking confirmation. But Miss R has explained she'd never received this, so couldn't cancel. However, she assumed the booking was cancelled, because of lockdown.

Then, in September 2021, Miss R found she'd been charged. She contacted Debenhams on 28 September 2021 and again on 2 November to raise a chargeback, but it didn't do so. When she contacted it again in March 2022, she was told she was out of time, despite having sent her supporting documents in January 2022. Nor did it consider her claim under section 75 of the Consumer Credit Act 1974.

One of our investigators looked into what had happened, but didn't think the complaint should be upheld. She looked at the three complaint points in turn: chargeback, section 75 and customer service.

chargeback

Our investigator explained that the chargeback scheme is voluntary, and the rules are set by, in this case, Mastercard. These include a deadline of 120 days to raise a chargeback – meaning Miss R would have had to have a chargeback raised by 7 December 2021. But this didn't happen, as Debenhams didn't receive the supporting documents from Miss R until late January 2022.

However, she also said that, even if a chargeback had been raised in time, it would likely have failed. This was because Covid restrictions had been lifted, and the booking hadn't been cancelled, either directly with the hotel, or through A. And there's no evidence Miss R responded to an email from A to further explain the situation.

section 75

For a section 75 claim to be successful, a number of conditions need to be satisfied, including for there to have been a breach of contract, or a misrepresentation. Our investigator was satisfied there were neither of these things here, as the accommodation was available to Miss R, and there were no issues with the accommodation itself.

customer service

Miss R feels Debenhams provided her with poor customer service, because on one call she was kept waiting for 40 minutes, and on another, the call was disrupted due to a bad line. Further, she was passed between call representatives, and had to go through security and

explain her situation each time. A call representative also gave her incorrect information.

Our investigator agreed that it must have been frustrating for Miss R, but didn't think she'd received poor service. She thought it reasonable that Debenhams followed its security policy, and thought the call disruption was a technical issue. Also, although a representative did give incorrect information, this was quickly put right.

Miss R disagreed. She explained that Debenhams had told her she could send her supporting documents by post, and had also asked for an extension, which she was granted.

What I've decided – and why

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

Having done so, I agree with our investigator, and for the same reasons she gave. A chargeback couldn't be raised, as it was out of time. I appreciate that Miss R says she was granted an extension, but it wouldn't be in Debenhams' power to do this, as the timescales are out of its control. But in any event, I'm satisfied, on balance, that a chargeback would have failed, because the booking wasn't cancelled. Nor are the conditions met for a section 75 claim. And while I agree that the calls would have been frustrating, I don't think they amount to poor customer service such that compensation should be awarded.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 9 January 2024.

Elsbeth Wood
Ombudsman