

The complaint

Mr C and Mrs C complain that Lloyds Bank Plc has not met its obligations in regard to a payment for flights.

What happened

In January 2023 Mr C and Mrs C paid on their debit card £1992.74 for return flight abroad through a marketplace website (the 'Website'). On receipt of the booking confirmation they realised that luggage appeared to only be provided on the outbound flights but not the return flights. There was also concern that the disabled access requested for one of the passengers hadn't been confirmed. So after discussions with the Website they cancelled the flights on 14 February 2023 and complained. But unhappy with the Website's position they then complained to Lloyds.

Lloyds raised a chargeback which was defended by the Website. The Website noted that the outbound flights cost had been refunded on 22 February 2023 and that the Website had offered to refund the inbound flights and that if Mr C and Mrs C wished that refund then they should contact it. The Website also confirmed the booking confirmation showed that the wheelchair access had been booked and confirmation would have been provided once it was arranged with the relevant airport parties. So Lloyds didn't uphold Mr C and Mrs C's complaint about the transaction but did pay them £40 for their own customer service issues. Still dissatisfied Mr C and Mrs C brought their complaint to this service.

Our Investigator considered that Lloyds had treated Mr C and Mrs C fairly. However Mr C and Mrs C didn't agree so this decision came to me to decide.

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.

Chargeback is a straightforward dispute resolution process run by the relevant card network (not Lloyds). It allows for disputes to be raised with merchants and them to either accept the dispute or provide its evidence on the matter. If an amicable conclusion cannot be reached ultimately it's the card network itself which decides the outcome of the dispute. So it's possible for a card issuer such as Lloyds to take the chargeback throughout the whole process and still not be successful in obtaining a refund having done everything correctly and fairly.

Here Lloyds raised the chargeback and the Website defended the matter as I've described. So Lloyds took the position that the chargeback no longer had a reasonable prospect of success. I think it did this fairly for the following reasons.

The booking process is online and fully automated. Evidence has been provided to Mr C and Mrs C in the correspondence in this matter that shows that luggage was booked for outbound but was not booked for inbound as shown in the booking confirmation. This evidence is what was keyed during the making of the booking by the person making the

booking (Mr C and or Mrs C). On balance I'm satisfied no mistake was made on this issue of booking the luggage for both outbound or inbound by the Website or Lloyds in its consideration of this particular matter. I'm satisfied on balance what was keyed in the booking was confirmed in the booking. So Lloyds has not made a mistake here.

I note that in the chat records between the parties at the time Mrs C says notes that she's paid £50 for luggage per person already and that in reference to paying for the inbound luggage that "*you (the Website) are making me to pay too much*". So it seems possible that had the booking been correctly made for flights and all required luggage that Mr C and Mrs C wouldn't have gone ahead. Or this cost issue was possibly a reason for the cancellation of the booking.

I note Mr C and Mrs C's comments about paying the excess baggage fees on arrival at the airport. Such fees tend to be significant as they argue. But as the evidence shows it had already been made clear that the return luggage costs were not going to be added to the booking, so I think it only fair to make clear that those arriving for flights with baggage that is not booked could be liable to such charges.

I can see the booking costs have been partially refunded already and been offered a refund of the remainder. So I'm not persuaded Lloyds has treated them unfairly in relation to not taking the chargeback further. This is because under chargeback rules the maximum amount retrievable is the amount of the transaction and this amount is available for recovery once they ask the Website for the rest of the refund that its already offered (and including the refund already received). So Mr C and Mrs C will have received the maximum that they can receive under chargeback.

In relation to the wheelchair access I can see it was noted on the documents that it had been booked and would be confirmed when fully arranged. Bearing in mind that these flights were cancelled well in advance of the flight dates I'm not persuaded Lloyds has done anything wrong by saying that there was no persuasive evidence to show the chargeback would be successful on this point bearing in mind the offer of a complete refund. I say this because Mr C and Mrs C were told that the arrangements would be confirmed prior to departure and they cancelled significantly before then, so there is no persuasive evidence that the arrangements wouldn't have been made in time for the flights.

For the sake of completeness I'll deal with some of the other arguments made. But firstly I should reiterate this is a complaint about Lloyds and the majority of the arguments are not about Lloyds here but the Website. But I can only decide on what Lloyds did or didn't do.

Mrs C argues that other parties managed to receive her later replacement booking correctly. However that doesn't prove the Website or Lloyds didn't do anything wrong in this case in their consideration of the matter.

Mr C says he believes that "*my interpretation of their behaviour is that they engage in systematic misrepresentation before you have paid*". I simply do not agree. The evidence of what was keyed by the booker on this booking shows that luggage was only booked for outbound and not booked for inbound. It is common across the flights market for luggage (and other services) to have to be booked for both outbound and inbound if they are sought for both legs of travel and this requirement is shown in the booking process. The evidence was shared with Mr C and Mrs C showing what was keyed and what was not keyed by the person making this booking for both outbound and inbound. This automated evidence from this automated process is very strong evidence indeed to my mind. I say this because there is no evidence of human error on the part of the Website or Lloyds here. The only human involvement in this process of booking is that of the booker.

Mr C says that the Website is guilty of “*wilful misrepresentation*”. Misrepresentation is a false statement of fact or law made by one party to a contract to the other that induced that party to enter into the contract. I’ve seen no persuasive evidence of such here.

I think the £40 for customer service is fair in these circumstances.

Having considered all of Mr C and Mrs C’s arguments and evidence provided and for the reasons given I’m not persuaded they’ve lost out because of how Lloyds has treated them. I think it treated them fairly by raising a chargeback and I don’t think they’ve lost out due to what Lloyds did. Accordingly Mr C and Mrs C’s complaint fails. I appreciate that this isn’t the decision Mr C and Mrs C wish to read. However I don’t think they’ve lost out because of what Lloyds did.

My final decision

I do not uphold this complaint against Lloyds Bank Plc. It has nothing further to do in this matter.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms C and Mr C to accept or reject my decision before 25 November 2024.

Rod Glyn-Thomas
Ombudsman