

The complaint

Mr S complains that Barclays Bank UK PLC trading as Barclaycard failed to action his chargeback and claim under section 75 of the Consumer Credit Act 1974 in regard to tickets he bought using his Barclaycard. He said he had a valid claim and should be refunded the cost of the tickets.

What happened

Mr S booked flight tickets using his Barclaycard. He says he didn't include his passport expiry date in the booking form as this was optional. But he says that the booking site included a date which was incorrect. Mr S contacted the booking site and spoke to an agent about the incorrect passport expiry date being included on his booking and it said it would try to contact the airline to change the booking. However, he was then told that the date couldn't be changed. Mr S contacted Barclaycard on 16 February 2023 to raise a dispute.

Barclaycard issued a final response to Mr S's complaint dated 14 July 2023. It said that a decision had been made to reject Mr S's claim based on the information provided. It said that it had no evidence that the claim had been rejected incorrectly.

Mr S said that as far as he was aware Barclaycard hadn't attempted a chargeback or raised a section 75 claim in regard to his transaction. He referred his complaint to this service.

Our investigator said that Barclaycard hadn't raised a chargeback under the relevant scheme (in this case Mastercard) because the flights that Mr S had booked did go ahead. She explained that she could only say that Barclaycard should have done more if there was a reasonable chance that the chargeback would be successful, and she didn't think this was the case in regard to Mr S's transaction.

Regarding claim under section 75, our investigator didn't think there had been a misrepresentation as Mr S booked tickets and this is what he received. She also didn't find that there had been a breach of contract. She noted that Mr S had said he didn't enter his passport expiration date but said that the screen shot provided had an asterisk against this meaning it was a field that needed to be entered. She didn't think that Barclaycard was wrong to decline Mr S's claim.

Mr S didn't agree with our investigator's view. He reiterated that Barclaycard hadn't attempted a chargeback and he said it should have done so under the reason code 'goods/service defective' as the tickets provided were not fit for purpose as he wasn't able to board the flight with these. He said that if the passport expiry date was needed then the booking site should have confirmed this with him rather than including an incorrect date.

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.

When a dispute is raised, there are two possible methods by which Barclaycard can try to

obtain a refund for a customer each of which require certain criteria to be met. These methods are chargeback and raising a claim under section 75 of the Consumer Credit Act.

Chargeback is the process by which settlement disputes are resolved between card issuers and merchants under the card scheme. Mr S has said that his chargeback should have been considered under the reason code 'the goods /services defective' as due to incorrect information being included in the booking, he wasn't able to use the tickets he was provided with. I have taken into account the comments Mr S has made and considered whether Barclaycard did enough in response to Mr S's chargeback request.

As our investigator explained in her view, there is no obligation for a card issuer to raise a chargeback when a consumer asks for one. But we consider it good practice for a chargeback to be attempted where the right exists and there is a reasonable prospect of success.

Barclaycard said that when Mr S raised his dispute it asked for evidence that he could cancel the flight or was due a refund, but this wasn't provided. This could have been a valid reason to take forward the chargeback claim, and I agree that without evidence of the right to a refund, it isn't unreasonable for Barclaycard not to take this forward. I also agree that as the flights did go ahead it isn't possible to say the services of the flights weren't provided.

I have also considered Mr S's comment that the tickets were defective as they were unusable. However, having done so, I do not find that I can say that Barclaycard was wrong not to pursue the chargeback. I say this because based on the evidence I have seen I do not find it unreasonable that Barclaycard would assess this as a chargeback that would not be likely to succeed. I say this because the merchant states that the online website and mobile APP are designed to book flights with the details entered by the traveller. Therefore, while Mr S has said his mobile number wasn't included (meaning he then couldn't receive a SMS to change his personal details) and an incorrect passport expiry date was included, the booking page required Mr S to complete his details and check these were correct.

I understand that Mr S said he didn't enter the passport expiry date as this was optional. However, the screenshot provided has this date marked as a field that needs to be completed. Therefore, I would expect this information to have been included in the booking before Mr S was able to complete it. Mr S contacted the booking agent for changes to be made and it did try to assist but this wasn't successful.

On balance, taking all of the above into account, I do not find that I can say that Barclaycard was wrong not to pursue the chargeback in this case.

Under section 75, the borrower under a credit agreement has, in certain circumstances, an equal right to claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of goods or services. Mr S booked tickets for flights that were available and so I do not find I can say these were misrepresented in any way. I have therefore considered whether there has been a breach in contract. This claim has been brought due to incorrect information being provided at the point of booking. While I understand that this meant Mr S wasn't able to use his tickets, I do not find I can say I have evidence to say that there was a breach of contract. The booking site's terms state that the traveller confirms '*that all details provided by you when making your booking (such as name, ID details, contact details, payment details and dates) are accurate and complete.*' They then state that it will try to help if a mistake is made but this cannot be guaranteed. In this case the booking site did try to assist but when this wasn't resolved Mr S decided to pursue a claim through Barclaycard.

So, while I understand why Mr S is upset at the issue with his tickets, this decision isn't about the service provided by the booking site but instead whether Barclaycard's actions were reasonable in response to the claim Mr S raised. In this case I do not find I have enough evidence to say that Barclaycard was wrong to decline Mr S's claim and therefore I do not uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 December 2024.

Jane Archer
Ombudsman