

The complaint

Miss M complains that TSB Bank plc trading as TSB Bank didn't properly pursue her chargeback request.

What happened

In August 2023 Miss M booked flights with an online travel agent ("the Merchant") for herself and her children. This cost £4,127.76 and she paid using her TSB debit card. Miss M has explained that this was the first holiday they had taken in seven years.

However, at the airport she was not allowed to board due to her visa containing the wrong passport number. She contacted the Merchant and it offered her a refund of the taxes amounting to £377 which Miss M rejected.

She contacted TSB and asked for its help. The bank obtained more details and submitted a chargeback, but this was rejected by the Merchant. It sent a detailed response explaining that under the terms and conditions Miss M agreed to the tickets were not changeable nor were they refundable. It said that Miss M was responsible for having the correct travel documents and the flights were made available. It wasn't responsible for her not being able to fly.

The Merchant also explained that it had asked Miss M for a letter from the destination country embassy confirming it had made an error with the visa which would allow it to contact the airline and seek a refund. TSB told Miss M that it was unable to pursue the matter further.

Miss M brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. Miss M didn't agree and asked that it be referred to an ombudsman and that we also investigate the Merchant.

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.

I have every sympathy with Miss M, but I cannot uphold her complaint. I will explain why.

Her complaint is against TSB and its handling of the chargeback. I have no power to consider the actions of the Merchant as it is not a financial business covered by our powers.

Chargeback is a process that is provided by the Card Scheme, in this case Visa. It allows customers to ask for a transaction to be reversed if there's a problem with the goods or services they've paid for. There's no automatic right to a chargeback. Nor is chargeback a guaranteed method of getting a refund. Visa checks the nature of the problem against the possible chargeback reasons to see whether the claim will be successful. If the bank feels that a claim won't be successful, they don't have to raise a chargeback.

TSB can only submit a chargeback and it has no say over the response by the Merchant or

its bank. In this case the Merchant set out why it challenged the chargeback. Its terms and conditions states:

"We accept no liability if you are refused entry onto the flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline, authority or country. You must have a passport which is valid for six months after your intended date of return. You must ensure you have correct visa and health entry requirements for all countries visited including countries you may just be transiting through. This includes all stops made by the aircraft even if you do not leave the aircraft or airport. If your passport is in its final..."

It appears that the issuing embassy made a mistake with the passport number recorded on the visa for Miss M and so she was denied access to the flight. I cannot see how the Merchant can be held responsible for that error. It offered to provide airline tickets as requested by Miss M and this is what it did. If the visa had been correct, then Miss M would have been able to fly. It fell to her to ensure the paperwork was in order and so I can see why TSB decided not to take the chargeback any further. Quite simply the chances of success were nil.

Furthermore the terms and conditions set out that the tickets Miss M bought were non-refundable.

As the payment was made by a debit card the other consumer credit protection, section 75 Consumer Credit Act 1974 does not apply and so I regret that I cannot conclude that TSB did anything wrong.

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 Mrs M to accept or reject my decision before 25 December 2024.

Ivor Graham
Ombudsman