

## **The complaint**

Mr S is unhappy because Vanquis Bank Limited declined his disputed transaction claim.

## **What happened**

In March 2023 Mr S purchased two seats on a Qatar Airways flight in the “Qsuite Business Class” cabin and paid using his Vanquis credit card. The cost of the seats was £2387.20. In addition, Mr S paid £140 for advance seat selection.

The flight which Mr S had booked included a connecting flight and he booked and paid for Qsuite on both legs of the journey. On the first leg of the journey Mr S travelled in Qsuite but on the second leg, the aircraft was changed.

Mr S received a communication from the airline advising him of the change. It offered Mr S two choices- to travel in business class on the replacement aircraft or to change his flight and fly in Qsuite on a different date.

Mr S says he was left with no choice but to travel on the replacement aircraft so he could return home.

On returning home, Mr S asked the airline for compensation, but it refused. He then contacted Vanquis and raised a disputed transaction claim.

Vanquis raised a chargeback for Mr S but it was ultimately rejected. Vanquis also considered the claim under Section 75 but advised Mr S it couldn't help under this method because he'd accepted the replacement plane and had received the service offered by the airline.

Mr S remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that because Mr S was able to use the flight, a chargeback wouldn't have been successful under the “Goods or Services Not Provided” dispute rule, and that there was no other chargeback rule which would've been better suited for Mr S's claim to be raised under. In relation to Section 75, the investigator said he didn't think there had been a breach of contract or a misrepresentation because the airlines' Conditions of Carriage stated that it didn't guarantee to provide any particular seat in the aircraft. The investigator concluded that Vanquis hadn't acted unreasonably by declining the Section 75 claim.

Mr S didn't agree. He said the Conditions of Carriage weren't relevant because his complaint wasn't about seat allocation but rather the fact that he didn't receive the Qsuite experience. He said he hadn't received the product he'd booked and paid for, and that this was a breach of contract.

## **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'm sorry to hear that Mr S didn't have the in-flight experience he was hoping for, and I understand why he wants a partial refund. However, that said, I don't think Vanquis rejected the Section 75 claim unfairly. I'll explain why.

The relevant law says that goods need to be of satisfactory quality and as described. If this isn't the case, then a breach of contract can be said to have occurred. A misrepresentation is an untrue statement of fact which induces a consumer to enter into an agreement. For a claim under Section 75 to be successful, there has to be either a breach of contract or a misrepresentation by the supplier.

I've reviewed the available evidence. It isn't in dispute that Mr S booked and paid for seats in Qsuite. Based on my research, Qsuite is one of two business class offerings by the airline. The Qsuite is different to the Business Class Suite in that it has doors for extra privacy.

In this case, Vanquis rejected the claim on the basis that Mr S accepted the replacement plane. Mr S has said that he was left with no option but to accept a seat on the replacement plane do so in order to get home.

Based on what I've seen, the airline notified Mr S in advance that the aircraft had changed and that Qsuite was not available. Mr S was offered the choice between returning on the replacement plane in Business Class or changing his flight at no cost to another time when a plane with Qsuite was available. So, although Mr S has said that he was left with no choice, I can see that the airline did offer Mr S a choice and he chose to return on the aircraft without Qsuite. In doing so, he accepted the alternative business class service offered by the airline. And as I understand it, he received this service and has no complaint about it. In these circumstances, I'm not persuaded that a breach of contract can be said to have occurred, because Mr S accepted a change to his contract when he accepted a seat in business class on the replacement aircraft.

If I'm wrong about that, I think the Conditions of Carriage, which form part of Mr S's contract with the airline, are clear that the airline doesn't guarantee to provide any particular seat in the aircraft. I appreciate that Mr S has said he doesn't think these conditions are relevant to the circumstances of his complaint. However, I disagree. The conditions allow the airline to assign or reassign seats at any time. This is what has happened in this case – the airline wasn't able to provide Qsuite for an operational reason. Further, because the Conditions of Carriage allow the airline to assign or reassign seats, the fact that Mr S didn't get the Qsuite he had booked doesn't amount to a breach of contract.

I've reviewed the available information from the airline to see if there are any circumstances under which Mr S could receive a refund. However, I haven't found anything.

I've also considered whether Vanquis acted reasonably when it declined the chargeback. The airline defended the chargeback on the grounds that Mr S had agreed to the alternative plane and seat and had boarded the plane and received the service. In order to raise a chargeback, the circumstances of the complaint need to fall within one of the chargeback dispute rules. In this case, the chargeback was raised under "Goods or Services Not Provided". I'm satisfied that this was the only chargeback dispute rule which could have applied to the circumstances of Mr S's complaint. However, having considered everything, I don't think the chargeback was declined unfairly, because – as I've explained above – Mr S received the service he'd agreed to when he accepted the alternative plane and seat.

I understand that it must've been disappointing for Mr S not to experience Qsuite on the second leg of his flight. However, for the reasons I've given, I'm unable to say that there's been a breach of contract here. In the circumstances I don't think Vanquis acted unfairly or unreasonably when it declined the Section 75 claim or the chargeback claim.

**My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 December 2024.

Emma Davy  
**Ombudsman**