

## **The complaint**

C complains about the way that Revolut Ltd dealt with a dispute it raised relating to an event that C had bought a ticket for. C explained that the event had been cancelled and it had not received a refund of the ticket price after cancellation. C is unhappy that Revolut Ltd did not refund the money C had paid for the ticket.

## **What happened**

C is a limited company and purchased a ticket for an event run by an organisation I shall refer to here as W. The ticket price was £43.25 and paid for by a card on C's business account with Revolut Ltd.

C contacted Revolut Ltd to say that the event had been cancelled and it had not received a refund of the £43.25 ticket price. Revolut Ltd raised a chargeback and I understand C complained that it had not yet received the refund. Revolut Ltd responded to C and explained that the required time allowed under the chargeback scheme rules had not yet elapsed and because of this Revolut Ltd did not uphold C's complaint.

C referred the complaint to our service where it was initially considered by one of our investigators. They noted that the chargeback was still active and had not yet been concluded and ultimately that Revolut Ltd had not acted unreasonably by declining the chargeback claim.

C then explained that it had now received a response to the chargeback claim and that it had been declined. Revolut Ltd agreed for our service to consider the claim further, rather than raising a separate complaint. The investigator noted that Revolut Ltd had explained that W had responded to the chargeback claim and indicated that the event had not been cancelled but had been postponed. They referred to W's terms and conditions and that W reserves the right to postpone or cancel events and if that happened a complimentary roll over of the ticket would be offered so it could be used at a different event. The investigator considered the way in which Revolut Ltd had attempted the chargeback but found ultimately it did not act unreasonably by declining C's chargeback, or therefore by not refunding the £43.25 ticket price.

C remained unhappy with the outcome the investigator reached and said that no terms and conditions were provided at the time of booking the ticket and that the terms were in any event are illegal and unfair under contract law.

As the complaint could not be resolved informally, it has been referred to me as the last stage in our process.

## **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 very aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Also, the circumstances are of course well known to the parties involved in this complaint and I see no benefit therefore repeating them at length in this decision.

C's underlying dispute is with W for not refunding the ticket price for the event that did not take place on the originally agreed time. The ticket was paid for using a card on C's business account with Revolut Ltd. I think it would be helpful to initially explain that Revolut Ltd can in certain circumstances help its customers who have a dispute with the party it paid money to using a card on their account. This is referred to as a chargeback and it's a process by which disputed transaction disputes are resolved between card issuers and merchants under the relevant card scheme rules.

What this means is that Revolut Ltd can, in some circumstances, ask for a transaction to be reversed if there's a problem with the goods or services supplied by the merchant. But the chargeback doesn't give a consumer any legal rights and it isn't guaranteed to result in a refund. It depends on the evidence provided to support the chargeback and what the merchant says in response.

I'd consider it to be good practice for Revolut Ltd to raise a chargeback if it thinks there's a good chance of it being successful. In this case, I can see that Revolut Ltd has done so and it did receive a response from the merchant, W. W explained that the event had merely been postponed, not cancelled, and C had been offered for the ticket to be rolled over to a later event.

I think it would be helpful to explain that C's complaint against Revolut Ltd is about the way it handled its chargeback. Revolut Ltd does not step into the shoes of the merchant and C does not have a like claim against Revolut Ltd as it might have against W. When considering C's complaint I must therefore consider the actions of Revolut Ltd, not the merchant (W), and determine whether Revolut Ltd acted reasonably.

Revolut Ltd did raise a chargeback and this was defended by the merchant. The reason submitted by the merchant in the defence does not appear unreasonable and C has not disputed that an offer was made to attend a later event. Revolut Ltd could have challenged this further through arbitration but it was under no obligation to do this in every chargeback that is defended by the merchant. Having considered the circumstances here I am not persuaded it acted unreasonably or unfairly by not seeking arbitration.

I again note the reasons submitted by the merchant appear to be plausible and had Revolut Ltd sought arbitration, there appears to be no guarantee in the circumstances here that this would have been successful. I note C has referred to contract law and consumer protection laws relating to unfair contract terms. But I would again remind C that my consideration here is limited to the actions of Revolut Ltd and not the fairness of any contract terms that C may or may not have agreed with W. Having considered the actions on Revolut Ltd and the attempts it made through the chargeback scheme, I am not persuaded Revolut Ltd acted unreasonably or unfairly by ultimately declining to refund the £43.25 ticket price for the event.

I fully appreciate that C is likely to remain unhappy with the conclusions I have set out above but I would remind C that my decision here is the final stage in our process. Should C wish to continue its dispute with Revolut Ltd or W, it will need to do so through alternative means, such as the courts.

### **My final decision**

My final decision is that I don't uphold the complaint. For the reasons I've explained, I don't think Revolut Ltd acted unreasonably when it rejected the chargeback claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 16 April 2025.

Mark Hollands  
**Ombudsman**