

The complaint

Mr C complains that Revolut Ltd didn't pursue a chargeback for a purchase made using his Revolut debit card.

What happened

Mr C used his debit card to buy two tickets for a UEFA football match. Mr C bought the tickets through "E", which is an online ticket marketplace re-selling tickets already purchased by other football fans.

E emailed Mr C to let him know the ticket transfer from the re-seller may not be completed until a few hours before kick-off. Mr C says he chased E numerous times for the tickets and was reassured they'd arrive a day or two before the match. Mr C asked E to cancel the tickets but got no response.

On the day of the match, E told Mr C the tickets would arrive at least an hour before kick-off at 20.00 BST. Mr C told our service he was concerned when the tickets hadn't arrived an hour before kick-off, so he didn't attend the match. However, Mr C received an email from UEFA saying the seller of the tickets transferred them at 18.51 BST. E also emailed Mr C at 19.38 BST to let him know the tickets had been transferred.

Mr C said he didn't accept the 'transfer' of tickets or use them, and he asked E for a refund again. E responded to say it wouldn't offer a refund because it had delivered the tickets before the start of the match, in line with its terms and conditions.

Mr C asked Revolut to obtain a refund for him. Revolut raised a chargeback but E defended it with evidence to show Mr C was sent the tickets before kick-off. Mr C was unhappy with this outcome, but Revolut said it couldn't pursue his chargeback further. Mr C complained to Revolut. In its final response, Revolut explained it had followed the chargeback process correctly and treated Mr C fairly.

Unhappy with this response, Mr C referred his complaint to our service. Mr C says he didn't receive the tickets in the timescales promised by E, so he didn't attend the match and should receive a refund. Mr C felt Revolut gave up very easily and didn't want to listen to him.

Our Investigator contacted Revolut to find out more about what had happened. Revolut provided a copy of the evidence provided by E. Revolut also gave our Investigator a copy of its web chat with Mr C. In the chat, Mr C told Revolut he had sourced tickets elsewhere for the match, so he did attend the game.

Our Investigator didn't uphold Mr C's complaint. The Investigator thought E had provided the tickets in time for the event in line with its website's terms and conditions. So, our Investigator didn't think Revolut could have done more to help Mr C.

Mr C didn't agree. Mr C sent an email in which E 'guaranteed' the tickets would be sent well ahead of kick-off. Our Investigator said E's emails did not form part of Mr C's contract, so it hadn't breached its terms and conditions. Mr C asked for his complaint to be reviewed, so

this has come to me for a decision.

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 note Mr C is very unhappy with the service provided by E. But Revolut was not the ticket supplier here – I'm only considering Revolut's role as the provider of financial services. One way Revolut did try to help Mr C was by raising a chargeback.

Chargeback is a way in which payment settlement disputes are resolved between card issuers and merchants. They are dealt with under the relevant card scheme rules. Revolut has been very unclear about whether the relevant scheme here is VISA or Mastercard. Mr C says the relevant scheme is Mastercard, and I think this is probably right. But for the avoidance of doubt, and further delays for Mr C, I've considered both VISA and Mastercard's chargeback rules.

For a successful chargeback under VISA's rules, it must be shown that the merchant (here, E) was unwilling or unable to provide the merchandise or services. Under Mastercard's rules, it must be shown that the purchased goods or services were not received.

Revolut did raise a chargeback on Mr C's behalf, but E defended it. Having considered E's evidence, Revolut said it could not do anything further to help Mr C. I think Revolut could have explained to Mr C that if the merchant defends a chargeback, it is possible to progress the chargeback to the card scheme's arbitration process. The arbitration process is decided by the card scheme, and the outcome is not guaranteed. I would expect Revolut to consider whether it is appropriate to progress a case to arbitration by considering whether the case had a reasonable prospect of success.

It appears that, having considered E's evidence, Revolut decided the chargeback was unlikely to succeed at arbitration stage. Revolut could have explained this more clearly to Mr C, and he may feel he has lost an opportunity to have his case put to arbitration as a result. But even if the chargeback had progressed to arbitration, I don't think it had a reasonable prospect of success.

Under VISA's rules, it must be shown E did not provide the tickets. As E has shown it did provide the tickets, I don't think there was any realistic prospect of success if the case had progressed to the arbitration stage.

Under Mastercard's rules, it must be shown Mr C did not receive the tickets. Again, the evidence shows the Mr C received the tickets as he received confirmation from UEFA and E that the tickets had been transferred to his account so were available for him to use.

Mr C says E provided the tickets too late, so he could not use them. But E has also provided evidence it informed Mr E that tickets may not be transferred until shortly before kick-off and its online terms and conditions only guarantee tickets will arrive before the start of the event. Whilst E's customer service may have fallen short of Mr C's expectations, I remain of the view a chargeback would have been unlikely to succeed at arbitration stage as the tickets were delivered in line with E's terms and conditions.

Mr C says he asked E to cancel the tickets but he hasn't provided evidence to show he was entitled to cancel the tickets. The terms and conditions shown on E's website say all sales are final and the buyer is not entitled to a refund if they cancel their purchase. Overall, I've seen no evidence to persuade me the chargeback had a reasonable prospect of success at

arbitration stage. So, I think Revolut's decision not to progress Mr C's chargeback to arbitration was a reasonable one.

Mr C is very unhappy with the customer service received by Revolut but I've not seen any evidence that it unnecessarily delayed things or gave poor customer service. Mr C feels Revolut gave up easily. It may be helpful to explain Revolut has no power to change the card scheme's rules. Revolut could have explained the arbitration process more clearly, but I think its decision not to progress the chargeback to the arbitration stage was reasonable for the reasons explained above.

My final decision

I realise my decision is likely to disappoint Mr I, but I have not upheld his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 May 2025.

Victoria Blackwood **Ombudsman**