

The complaint

Mrs F complains that Santander UK plc won't refund to her the money that she paid for some event tickets. Her husband is also involved in her complaint.

What happened

Mrs F used her Santander credit card to pay for some event tickets when she and her husband were on holiday overseas celebrating a significant anniversary in July 2024 and £282.73 was charged to her credit card account. Mrs F and her husband weren't satisfied with the event so Mrs F made a claim to Santander. It said that her dispute didn't meet the criteria needed for it to ask for a refund from the retailer so it wasn't able to refund her claim.

Mrs F complained to Santander in August 2024 about its response to her claim. It said that Mrs F and her husband had received the service that had been paid for and, although they were disappointed with the show and food, that was their opinion and subjective comments aren't valid within the chargeback scheme. It also said that it had discussed the claim with its team that considers claims under section 75 of the Consumer Credit Act 1974 but it said that there wasn't any evidence to suggest that there has been a breach of contract. Mrs F contacted Santander again and it said in September 2024 that the original decision remained unchanged.

Mrs F wasn't satisfied with its responses so complained to this service. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that the services were provided in full so Mrs F wouldn't be entitled to a refund under the chargeback rules and she didn't think that Santander acted unfairly by not proceeding with a chargeback. She also said that she wasn't persuaded that there had been a breach of contract and that she hadn't seen anything to suggest that the merchant didn't fulfil its contractual requirements, so she couldn't say that Santander acted unfairly when it declined Mrs F's claim under section 75.

Mrs F has asked for her complaint to be considered by an ombudsman. Her husband says, in summary and amongst other things, that:

- services provided should be carried out with reasonable care and skill but, having paid the same amount of money as other customers and arriving first at the venue, they were seated last in the hot sun whilst the rest were all in shade and they were right at the back so couldn't see the performance;
- when he complained and wrote a review, he was told that improvements were being made which is an admission of guilt and that the whole performance wasn't organised, they didn't see the performance or have the buffet and left early;
- the onus should be on the event provider to prove that the venue was suitable;
- when one goes to a show and the seats sold have a restricted view, that should be made known and the tickets have a cheaper price, but their tickets cost the same as other tickets; and
- as they were first to arrive, they should have been given seats nearer to the stage, the tickets weren't numbered so it should have been "*first come - first served*", but

when he complained he was ignored.

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.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mrs F's complaint about Santander under section 75, I must be satisfied that there's been a breach of contract or misrepresentation by the event provider and that Santander's response to her claim under section 75 wasn't fair or reasonable (but I'm not determining the outcome of Mrs F's claim under section 75 as only a court would be able to do that).

Mrs F and her husband have described their issues with the event, including the seat allocation, the difficulty with the view and the quality of the buffet, and it's clear that they weren't satisfied with the experience that they received. The quality of an event can be very subjective and what one person finds acceptable, another person might find unacceptable. Mrs F bought tickets for the event and seats were available for her and husband to watch the entertainment and buffet food was available for them.

I can appreciate that the issues that Mrs F and her husband had with the event affected their enjoyment of it, but I can only uphold Mrs F's complaint if there's been a breach of contract or misrepresentation by the event provider. I'm not persuaded that the issues that Mrs F and her husband have described are enough to show that there's been a breach of contract by the event provider or that the event was misrepresented to them. I consider that it was fair and reasonable for Santander not to uphold Mrs F's claim under section 75 in these circumstances.

Santander also considered Mrs F's claim for a refund under the chargeback rules. If a consumer disputes a card payment, the card issuer may be able to make a chargeback claim to the merchant under the relevant card scheme to try to settle the dispute. There's no right for a consumer to require that a chargeback claim be made and the applicable scheme rules set out the disputes that can be considered and the time limits for making a claim. If the right to make a chargeback claim exists under the applicable scheme rules, and if there's a reasonable prospect of success, I consider it to be good practice for a chargeback claim to be made.

Santander said that although Mrs F and her husband were disappointed with the show and food, that was their opinion and subjective comments aren't valid within the chargeback scheme. I'm not persuaded that there was a reasonable prospect of a chargeback claiming being successful in these circumstances because seats were available for them to watch the entertainment and buffet food was available for them, so I don't consider that Santander acted incorrectly by not making a chargeback claim to the event provider.

It's clear that Mrs F and her husband feel strongly that Santander should refund to them the money that they paid for the event tickets so I appreciate that my decision is going to be disappointing for them. I find that it wouldn't be fair or reasonable in these circumstances for me to require Santander to refund to Mrs F the £282.73 that she paid for the event tickets, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 30 June 2025.

Jarrold Hastings
Ombudsman