

## **The complaint**

Miss Q complains Starling Bank Limited (Starling) unfairly stopped her chargeback claim for football tickets she says she couldn't use.

## **What happened**

On 27 August 2024, Miss Q used her Starling Mastercard debit card to pay around £400 to a secondary ticket website (which I'll call "S") for three e-tickets to a 9:30pm football match on 1 September 2024.

Miss Q's invoice said the estimated delivery date was 30 August 2024. And a later note from S mentioned the reseller confirmed the tickets should arrive by 8pm on 31 August 2024.

In the morning of 31 August 2024, Miss Q still hadn't received the tickets. After seeing S' poor online reviews, she contacted Starling to ask for a refund. Starling directed Miss Q to its online banking system to make a claim.

On the morning of 1 September 2024, S responded to Miss Q on WhatsApp. It said the tickets were guaranteed to be delivered to her within the next few hours, with a "maximum delay of 1-3 hours before the game". It went on to say she'd receive them without fail, as S ensures a 100% delivery rate. And at around 2:30pm, S emailed Miss Q her e-tickets.

On 3 September 2024, Miss Q responded to S, claiming she didn't receive the tickets until after the event, and that "the name on the ticket was wrong." That same day, Miss Q filed a dispute with Starling, claiming S failed to deliver the service as agreed. She said the tickets were delivered after the event, the names on the tickets were incorrect, and the seats weren't together – contrary to what she requested.

Starling subsequently raised a chargeback on her behalf under Mastercard's reason code "Goods or Services Not Provided". S defended the claim, but as Starling didn't think the defence was strong enough it took the claim to Mastercard's pre-arbitration stage on around 17 October 2024. It let Miss Q know that S had 30 days to review the dispute again.

On around 18 November 2024, Starling told Miss Q that S successfully defended the claim based on further information it sent. However, Miss Q maintained she never received the tickets until after the event and raised a complaint.

On 25 November 2024, Starling asked Miss Q for supporting evidence. In addition to reciting her previous reasons, she said the tickets were delivered late and she couldn't access them on 1 September 2024 due to limited internet access abroad. She also felt the wrong names on the tickets meant she would have been refused entry.

Starling said the tickets were sent before the match started, a wrong name wouldn't have prevented entry (as ID isn't checked at football matches), and there's no evidence the seats were meant to be together. It didn't think the claim would have succeeded if taken further.

When our investigator looked into Miss Q's complaint, he agreed with Starling for broadly the same reasons. So the complaint's now 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've considered everything they've sent, including the submissions sent to me after the investigator's assessment.

It's important to note that Starling didn't supply the tickets. So to decide if it acted fairly, I need to consider its role as a financial services provider only. As Miss Q used her debit card to pay S, I need to consider how Starling could have reasonably assisted her through the protections offered by the chargeback process.

### Chargeback

When someone buys something with their debit card, and something goes wrong, the card issuer can sometimes help them obtain a refund by raising a chargeback on their behalf.

There's no obligation for a card issuer to raise a chargeback for a customer – but I'd expect it to do so if a chargeback has reasonable prospects of succeeding. Likewise, if it's unlikely to succeed, it's not unreasonable for the issuer to stop the chargeback process.

The rules governing the chargeback process are set by the relevant card scheme – in this case, that would be Mastercard. These rules set out strict conditions that must be satisfied for a chargeback claim to be successful. I'd expect a card issuer like Starling to apply the scheme rules correctly and conduct the chargeback process fairly.

Mastercard only handles certain kinds of disputes, each linked to a specific "reason code". The scheme rules that apply depend on what "reason code" the chargeback is raised under.

Miss Q selected "Goods or services were not provided" on Starling's claim form and said she only received the tickets after the football match. Starling raised the chargeback under Mastercard's "Goods or Services Not Provided" reason code – I think that choice was reasonable given it matches Miss Q's claim.

A chargeback usually hinges on how strong the consumer's evidence is when compared with the merchant's evidence. After reviewing everything, I agree with Starling and our investigator that Miss Q's claim was unlikely to succeed. I'll explain.

### Late ticket delivery

The 30 August 2024 delivery date was only an "estimate", not a guarantee. The reseller also intended to deliver the tickets on 31 August 2024, which S passed on to Miss Q.

The only mention of a "guarantee" in the evidence that I can find is in Whatsapp messages from S confirming a "maximum delay of 1-3 hours before the game". As the tickets were delivered seven hours before the game, they were delivered in line with this guarantee.

Regardless of the guarantee, the chargeback code here is meant for services that weren't provided, rather than services that were provided late (assuming delivery was still before the

event). Even if the tickets arrived later than promised, they still arrived in time for Miss Q to download and use them to attend the match, so I don't think that satisfies the criteria for "services not provided".

I understand that, because of the late delivery, Miss Q had to download the tickets abroad and only had limited internet access to do so. She said she could only use her accommodation's WiFi, and by the time she got back to do so, the match had already begun.

I sympathise with Miss Q, but I doubt Mastercard would consider her limited internet access as proof the services weren't provided – especially when it was known she'd need internet access to retrieve the e-tickets, and if she had internet access she could have done so.

#### Incorrect seating arrangement

Miss Q said she specifically asked for seats that were together. As the seats were split over two rows, she says she didn't receive what she paid for.

She might have asked for seats in the same row, but I haven't seen evidence that promised that's what she'd get. Instead, the invoice and stadium map show she bought tickets for "any section" in "Category 4", which appears to refer to a section in the upper area of the stadium.

There's nothing saying she'd get specific seats, or that they'd be together. So having seats in different rows doesn't necessarily mean they were the wrong seats.

#### Incorrect ticket names

Miss Q said one of the tickets had the seller's name on it and she was worried this would invalidate the ticket.

S submitted copies of the three tickets - one showed Miss Q's name, but the other two names were redacted (likely for privacy purposes). However, as it doesn't appear to be disputed one ticket displayed the seller's name, I accept one ticket had the wrong name.

That means the key issue for Starling to decide was whether a wrong name would have likely prevented entry to the football match. If so, to then consider if the claim should have been progressed to the final stage of the process and have it decided by an arbitrator.

Stadium entry appears to be through the ticket's QR-code, and there's no clear evidence it wouldn't scan correctly. Another possible issue is if the stadium checked to ensure the ticket name matched photo ID – but it's not clear the stadium would have checked ID and Miss Q didn't try to enter to find out. Given all this, it wasn't unreasonable for Starling to decide the ticket would have likely worked and discontinue the chargeback.

That's not to say ticket resellers that sell defective tickets are immune to chargeback claims. There are certain situations where tickets clearly wouldn't work and might satisfy a "services not received" chargeback claim. For example, where a ticket defect is so serious that it's clear a stadium wouldn't accept it, such as a ticket for a different match on a different date. But I don't think a ticket with the wrong name on it is a serious enough defect, and I'm not convinced the ticket wouldn't have worked.

Miss Q submitted further evidence more recently to support her claim the ticket was invalid, but that evidence was provided months after the chargeback ended. As Miss Q had one shot to succeed at her claim, that evidence is not relevant to determining whether Starling ought to have continued with the chargeback. And even if Miss Q's further evidence could have

been considered at the time of the chargeback, I don't think it would have made a difference for the following reasons:

- Miss Q submitted wording from an English club's website describing photo ID as necessary for certain Champions League matches at the stadium. But Miss Q's tickets were for a domestic game, may have different entry rules, and it's not clear ID-checks would have necessarily been enforced.
- Miss Q forwarded an email from the stadium's official platform that said tickets "can be used by anyone" and that it is not mandatory to carry a passport or ID. I think that makes clear the seller's name likely wouldn't invalidate the ticket.
- Miss Q noted the official platform said it doesn't allow ticket reselling and that if she did buy from a reseller, she "may" be the subject of a scam.

Purchasing tickets on a secondary market rather than from the official seller will undoubtedly carry more risk – but I don't think that means Miss Q's particular tickets were part of a scam or that they would not have allowed her entry.

Considering the above, I'm not persuaded it was likely a ticket would have been rejected on the basis that it had the seller's name on it, or because it was sold on a secondary market.

It follows that if the claim was taken further to arbitration, I think it's likely Mastercard would have likely said Miss Q received services and that she hadn't sufficiently proved otherwise.

### Consumer rights

In her latest comments, Miss Q said S should have told her that the stadium's policy bans resold tickets. She argues that because S didn't warn her, the tickets were mis-sold and her consumer rights were breached.

Regardless of whether Miss Q's consumer rights had been breached, the key issue here is whether her claim was strong enough to show she had not received any services in line with the strict limitations and requirements of the chargeback rules. These rules don't specifically incorporate consumer rights law and I don't think any disclosure obligations are materially relevant to determining whether services were received under those rules.

Miss Q may have a direct claim against S under consumer rights law, but Starling isn't responsible for S' actions. Starling's role is limited to handling the chargeback process fairly.

For the reasons I've already stated, I don't think the chargeback had reasonable prospects of success. It follows that I think Starling acted fairly when it discontinued the chargeback.

I also haven't seen anything from the way Starling handled the chargeback process that makes me think it acted unfairly in any other way.

### **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 Miss Q to accept or reject my decision before 15 May 2025.

Alex Watts

**Ombudsman**