

The complaint

Mr N complains that Barclays Bank UK PLC will not reimburse him for the cost of flights for him and his family after a flight was delayed. Because he paid for the flights using his Barclaycard, he says that he has a claim against the bank.

What happened

Mr N bought tickets for return flights from the UK to Iran for him and his family. Both the outbound and inbound flights involved changing at Istanbul.

The time of the return flight to Istanbul was changed at short notice. The change meant that Mr N and his family would miss their connection in Istanbul.

To resolve the problem, the airline offered to book Mr N and his family on a direct flight. However, when they arrived at the airport, they were told they could not take the flight that had been offered, because only business class seats were available. Mr N's tickets were for economy class.

Mr N and his family therefore took later flights, ultimately arriving back in the UK several hours later than the original itinerary had indicated. In the meantime, Mr N says he incurred costs while waiting at the airport and that he and his family (including young children) were very distressed by the delay. He says too that he had to pay £300 for a taxi to take them home from Heathrow.

Mr N contacted the airline to complain. It apologised that its customer service had not been what Mr N was entitled to expect, but did not offer any refund. Mr N referred the matter to Barclaycard. It concluded however that the airline had provided the flights which Mr N had paid for and that he was not entitled to a refund.

Mr N then brought the complaint to this service, where one of our investigators considered what had happened. She agreed with Barclaycard, however, that Mr N did not have a claim against it. Mr N asked that an ombudsman review the case.

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.

Chargeback

Where goods or services are paid for with a debit or credit card and a dispute arises, it is sometimes possible to resolve that dispute through the chargeback process. Chargeback is a scheme run by the card schemes (in this case, Visa). A card issuer (here, Barclaycard) raises a claim through the scheme against the merchant's provider of card facilities. That provider will then consider whether the claim meets the relevant criteria for chargeback (if necessary, seeking evidence from the merchant) before responding to the claim. Where necessary, the scheme provides for arbitration between the financial businesses.

Chargeback is however primarily a scheme for resolving disputes about payment settlements – including, for example, where payments are not authorised or are duplicated, or where goods have been paid for but not delivered. It can therefore have the effect in some cases of resolving disputes between merchants and consumers, but it is not always an appropriate or effective mechanism for achieving that aim.

There is no legal or regulatory obligation on a card issuer to pursue a chargeback claim, but this service takes the view that they should do so where there is a reasonable prospect of success.

In this case, Barclaycard thought that it was not appropriate to raise a chargeback claim, because Mr N and his family had used the flights they had paid for. I agree with Barclaycard's view about that. Mr N and his family had used their flight tickets, and a chargeback claim was almost certain to have been successfully defended.

Section 75

One effect of section 75 of the Consumer Credit Act 1974 is that, subject to certain conditions, an individual who uses a credit card to pay for goods or services and who has a claim for breach of contract or misrepresentation against the supplier of those goods or services has a like claim against the credit card provider. The necessary relationships between Barclaycard, the airline and Mr N are present in this case, and the transaction falls within the relevant financial parameters. I have therefore considered Mr N's dealings with the airline.

The contract between Mr N (and other family members) and the airline was set out the airline's General Conditions of Carriage of Passengers and Baggage. They included, in Article 9:

"The Carrier may change the aircraft type, flight time or flight route for reasons beyond the Carrier's control. In such a case; the carrier shall act in accordance with the regulations in force. Any information on the passenger rights, relevant legislation, the n m form for the passengers to submit their complaints or requests, and information texts are accessible on the Carrier's own website."

In common with other carriers, therefore, Mr N's airline reserved the right to change flight times in some circumstances. His booking did not guarantee that the flights indicated on the itinerary would depart or land at the times indicated, or that they would take the same route.

International conventions set out what services an airline must provide where a flight is delayed or disrupted. Those obligations vary depending on, for example, the departure point and the destination, and the length of any delay. Mr N has not however provided any information about what was provided or what he believes should have been provided by the airline.

I note that the airline apologised to Mr N for providing incorrect information. It did not say, however, in what that information was. It appears likely however that Mr N was told he could take a direct flight to Heathrow using his existing tickets. That was not correct, but I do not believe that error would give rise to a claim against Barclaycard.

I note of course what Mr N has said about the effect of the delay on him and his family, as well as the additional costs which resulted. However, since the airline was within its rights to change the flight arrangements, I do not believe I can properly say that Barclaycard should compensate Mr N as a result.

It is not for me to say whether Mr N does in fact have a claim against the airline. Nor is it for me to decide whether he has a claim against Barclaycard under section 75. What I must do is decide what I consider to be a fair resolution of Mr N's complaint about the decision to decline his claim. In the circumstances, however, I think Barclaycard's decision to decline the claim was reasonable.

My final decision

For these reasons, my final decision is that I do not uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 11 June 2025.

Mike Ingram

Ombudsman