DRN-5665385

The complaint

Mrs F complains that Bank of Scotland plc trading as Halifax ("Halifax") didn't properly pursue her chargeback and rejected a claim under section 75 Consumer Credit Act 1974 ("s.75"). Mr F has acted on behalf of his wife, but she is the eligible complainant and for ease of reference I will refer to her as the sole complainant in this decision.

What happened

Mrs F who lives abroad took her unwell pet to a local veterinary surgery ("vet"). This was not her usual vet. Mrs F and the vet have different recollections of some of the details of events, but in broad terms the pet was examined by the vet and various tests were done. It was kept in the surgery for 10 days. Mrs F says the cause of the problem was discovered within two days and the correct drug was not prescribed until 10 days had elapsed. She then took the pet to her own vets and they gave an injection which was effective in curing the animal. Sadly, the pet subsequently died and Mrs F believes the first vet contributed to the death.

Mrs F says that she was required to pay €250 up front and was told the total cost would not exceed double this sum. She ended up paying €762.50.

Mrs F complained to the vet but it denied that it had done anything wrong. Mrs F disputed some of the claims made by the vet and has raised a complaint with the national veterinary professional body. She also contacted Halifax to dispute the payment. It raised a chargeback with the vet's bank, but this was challenged by the vet. Halifax shared the challenge with Mrs F and she told Halifax what she considered to be wrong with the vet's response. Halifax considered there was insufficient evidence to take the chargeback any further.

It also considered a s. 75 claim, but concluded, as it did for the chargeback, that there was insufficient evidence to demonstrate a breach of contract or misrepresentation.

Mrs F's complaint to Halifax was also rejected and so she brought a complaint to this service. It was considered by one of our investigators who didn't recommend it be upheld.

Mrs F didn't agree and said without a breakdown from the vet of the diagnostic timeline and the diagnosis it was impossible to reach an informed opinion. She didn't consider the matter to be complex. She took the view the vet was an incompetent charlatan who botched the treatment.

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 have every sympathy with Mr and Mrs F. This is clearly a very emotional issue and I understand the strength of feeling this complaint has aroused. That said I do not consider I can uphold the complaint. I will explain why.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mrs F that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I should also make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them. The complaint I am considering is against Halifax and its handling of the claim made by Mrs F.

There are two routes by which Mrs F's claim could be pursued. Halifax considered both and I will address them individually although there is a degree of overlap.

Chargeback

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants. It allows customers to ask for a transaction to be refunded in a number of situations, such as where the goods or services are defective.

There's no obligation for a card issuer to raise a chargeback when a consumer asks for one. And chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by merchants. It's important to note that chargebacks are decided based on the card scheme's rules – in this case MasterCard's – and not the relative merits of the cardholder/merchant dispute. So, it's not for Halifax – or me – to make a finding about the merits of Mrs F's dispute with the vet.

Halifax's role is to raise the appropriate chargeback and consider whether any filed defence by the merchant complies with the relevant chargeback rules. And from what I've seen, that's what Halifax did here.

The onus is on the consumer to provide all the relevant evidence to enable the bank to make a chargeback. The bank does not have an investigative role. In such claims the bank is in effect a middleman and it does not determine the outcome. What it does do is to decide whether to raise a chargeback based on the evidence the consumer provides and whether to take it to pre arbitration and then arbitration.

It took the initial evidence which Mrs F provided and made the chargeback to the vet's bank. This was challenged by the vet. Halifax was faced with a situation where the parties disagreed, and Halifax concluded that there was no clear independent evidence which supported the chargeback. All I have seen is an exchange of emails with the vet, its rebuttal, an invoice and the arguments put forward by Mrs F. I appreciate she considers these to be conclusive, but without supporting independent evidence it is difficult to share her certainty. As such I do not consider it was unreasonable for Halifax not to have taken the claim any further.

Section 75

The second element of this complaint concerns the claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

- Debtor-creditor-supplier chain to an agreement and
- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Halifax has come to a fair outcome based on the evidence it was provided. I am satisfied the required agreement chain is in place and so I must consider if there has been a breach of contract or misrepresentation.

I have not seen any terms of business for the vet. They may not have any or they may not have been given to Mrs F. To decide if there has been a breach of contract it is helpful to know what the contract was. However, I have looked at the European Veterinary Code of Conduct and while this is a lengthy document it established the general principles under which a vet should operate. These include:

- Competence and professionalism,
- Independence and impartiality
- Honesty and integrity,
- Professional confidentiality and
- Accountability and insurance

I have presumed these would underpin any contract, whether written or verbal, under which the vet operated. Clearly Mrs F is very strongly of the view that the vet was neither competent nor professional and didn't display honesty and integrity. I respect both her recollection of events and her assertions based on very strongly held views. What I don't have and what Halifax did not have was any independent supporting evidence. Regrettably Mrs F's own vet which subsequently treated the pet is not prepared to provide any supporting evidence which might have allowed Halifax to reach a different conclusion. Nor has Halifax seen any response from the national veterinary professional body to help it accept Mrs F's claims.

I appreciate Mrs F takes the view that her word should be accepted and the word of the vet should not. But she is asking Halifax to pay her some €700 and it is only reasonable that it is given the clear evidence to allow it to do so. It is not able to arbitrate on professional competence – it simply does not have the expertise. Such matters rest within the ambit of the professional body. Quite simply, the onus is on her to substantiate her claim. I recognise this was not easy to do, but Halifax took the view she had not done so and I cannot safely say it was wrong to reach that conclusion.

I appreciate these events were very traumatic for both Mrs F and her husband and for that they have my sympathy, but I do not consider I can uphold their complaint against Halifax.

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 Mrs F to accept or reject my decision before 29 August 2025.

Ivor Graham

Ombudsman