

## **The complaint**

Mr M complains that Monzo Bank Ltd didn't do enough to help him when he told it about a dispute he had with a merchant over services paid for using his Monzo credit card.

## **What happened**

On 13 April 2025 Mr M bought two tickets for a football match from an online marketplace I'll call "X".

The tickets cost £97.31 each (including a handling fee) and Mr M used his Monzo credit card to fund the purchase. The tickets were for a football match on 10 May 2025, however the match was rearranged to the following day.

Mr M was unable to attend the revised date and so contacted X for a refund on 24 April 2025. X said as per its terms and conditions Mr M wasn't entitled to a refund, but he could relist the tickets for resale on the marketplace. Unhappy with X's response Mr M raised a dispute with his credit card provider, Monzo, on 25 April 2025.

Monzo said it didn't think this was the type of issue that would be covered by a chargeback, so it was unable to help him recover the funds paid. Mr M raised a complaint and Monzo maintained its position that the problems Mr M had experienced weren't suitable for a chargeback claim.

Unhappy with this response, Mr M referred his complaint to our service. One of our investigators considered the complaint. He didn't think that Mr M's chargeback claim had a real prospect of success, so he didn't think Monzo acted unfairly by failing to raise the claim. He also thought that Mr M was unable to make a claim under s.75 of the Consumer Credit Act 1974, as the individual price of each ticket was below the financial limits for this type of claim.

Unhappy with the investigator's assessment, Mr M asked for an ombudsman to consider the complaint.

## **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.

Having done so, I'm not going to uphold this complaint for largely the same reasons as the investigator. I appreciate that this will be disappointing for Mr M.

I've read everything that the parties have said, but I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. And our rules allow me to do this. This reflects the nature of our service as a free and informal alternative to the courts.

When something goes wrong with goods or services and the payment was made, in part or whole, with certain types of credit, it might be possible to make a s.75 CCA claim. This section of the CCA says that in certain circumstances the borrower under the credit agreement can make a like claim against the credit provider, as they can against the supplier, if there's been a breach of contract or misrepresentation.

However, in order to be eligible to make a s.75 CCA claim, a number of criteria needed to be met. One of which is the cash value of the goods/ services purchased must be more than £100 (s.75(3)(b)). It also specifies that this is the cash price for a single item.

Turning to the facts of the case, the price per ticket (including the handling fee) was £97.31 and so is under the financial limits. I appreciate Mr M has argued that the total amount he paid was over £100. However, as the individual price was under £100, s.75 CCA doesn't apply. I think it could have been helpful for Monzo to have explained this to Mr M when he asked for help recovering the funds. However, I don't think Monzo have acted unfairly in not considering its liability under s.75 CCA, as I don't think Mr M was eligible to make this claim.

Monzo could also have raised a chargeback to recover Mr M's funds. A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided, or where goods or services aren't as described.

There's no automatic right to a chargeback; the chargeback process doesn't give consumers legal rights; and chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by the merchant. This is because the rules, set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback.

Mr M has said he's unhappy that the date of the football match was changed and X failed to notify him. When he discovered the date had been changed, he asked X for a refund and it specified that as per its terms and conditions the date maybe subject to change and in these circumstances, he wasn't entitled to a refund. It explained that Mr M was able to relist the tickets on X and try to resell them. Mr M said X hadn't provided the tickets, so he was unable to do this. The following day he raised a claim to Monzo to recover the funds.

Having considered all the information available, I don't think this claim had a reasonable prospect of success. So, I don't think Monzo has acted unfairly by not raising a chargeback. As per the terms and conditions, Mr M wasn't entitled to a refund and the terms allowed for the date to be changed. Furthermore, on the purchase confirmation Mr M provided, I can see it also states the date, and time is subject to change.

Mr M has further argued that the tickets weren't provided so he feels he has a valid claim under the chargeback reason "*goods and services not provided.*" Having considered his argument, I'm afraid I don't agree. The date of the service being offered was changed (which was permitted under the terms and conditions) however, the service was still provided. Having reviewed the email exchange between Mr M and X, I note that X stated the tickets he had purchased were still valid.

Mr M has also argued that X didn't give him the tickets so he could resell them. However, from everything I've seen X was required to provide e-tickets prior to the football match and it's terms stated this could be a "*few hours before the event*". Furthermore, X had provided details of how to relist the tickets and assured Mr M that he didn't need the e-tickets in order

to do this. Mr M wasn't happy with this option and preferred X to refund him the cost of the tickets. However, this isn't the same as saying the service wasn't provided and as explained above, the tickets were still valid.

To summarise, I don't think Mr M had a realistic prospect for success under either goods and services not provided or under credit not processed (which relates to whether Mr M was entitled to a refund). So, I don't think Monzo has treated Mr M unfairly in this matter and I cannot uphold his complaint.

### **My final decision**

For the reasons explained, I don't uphold this complaint against Monzo Bank Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 October 2025.

Claire Lisle  
**Ombudsman**