

The complaint

Mr S complains that Barclays Bank UK PLC trading as Tesco Bank declined his disputed transaction claim.

What happened

Mr S booked a holiday and paid using his Tesco Bank credit card.

Whilst on holiday, Mr S and his partner suffered food poisoning, which meant they were unable to take part in planned excursions and enjoy the holiday as they had hoped. The holiday was also affected by a nationwide power cut.

On his return from holiday Mr S raised a section 75 claim with Tesco Bank. He sought a full refund of the cost of the holiday.

Tesco Bank declined the Section 75 claim. It said it had been unable to establish any breach of contract or misrepresentation.

Mr S remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said there was no evidence that the merchant (the hotel) had breached the contract in relation to the power cut as this was something outside of its control. In relation to the food poisoning, the investigator said that there wasn't enough evidence to show that the hotel failed to meet its specific contractual obligations such as compliance with food safety regulation. The investigator concluded that on the evidence provided there wasn't enough to support that the merchant breached the contract. The investigator said that Tesco Bank had handled the Section 75 claim fairly.

Mr S didn't agree. He said he had new evidence to show that there were widespread health issues at the hotel and provided google reviews from other guests. He said it was unreasonable to expect a consumer to prove the exact bacterial source of food poisoning.

Because Mr S didn't agree I've been asked to review 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.

I know it will disappoint Mr S, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Chargeback

I agree with the investigator that a chargeback wouldn't have been successful in the circumstances of this complaint. This is because the holiday was provided to Mr S as per the invoice.

Section 75

In certain circumstances, Section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation. In order to uphold Mr S's complaint, I would need to be satisfied that there's been a breach of contract or a misrepresentation and that Tesco Bank's response to the claim under Section 75 wasn't fair or reasonable.

The relevant law says that goods must be of satisfactory quality and fit for purpose, and that services must be provided with a reasonable level of care and skill. If this isn't the case, then a breach of contract can be said to have occurred. A misrepresentation is an untrue statement of fact which induces a consumer to enter into a contract.

In this case, Mr S hasn't said that there was a misrepresentation, so I've focussed on whether there's been a breach of contract, having regard to the two issues he's raised namely the power cut and the food poisoning.

Power cut

I'm sorry to hear that Mr S's holiday was impacted by the national power cut in Spain. However, a national power cut isn't something that the hotel has any control over, so I'm unable to say that the hotel breached its contract with Mr S as a result.

Food poisoning

Mr S has said that he only ate at the hotel restaurant and only drank bottled water. He believes that he contracted food poisoning from the hotel buffet. Mr S has provided medical evidence to show that he was unwell during his holiday.

In order to prove a holiday sickness claim, a consumer must show that their illness was caused by the merchant's failure to provide a safe package, usually through food or water contamination. A consumer needs to provide medical evidence of their illness (such as medical reports and a detailed diary of symptoms), and evidence of the cause of the illness (such as photos of poor hotel hygiene, unsanitary conditions or uncovered food left out in open areas), witness statements from other affected guests and a record of food and drink consumption).

I've reviewed the information that Mr S provided to Tesco Bank. I don't doubt that Mr S was unwell, and I can see that he received a doctor's prescription during his stay. However, based on the evidence I've reviewed, there isn't enough to prove that the illness was caused by poor hygiene at the hotel, or to show that the hotel failed to meet its contractual obligations to follow food safety regulations.

I appreciate that Mr S has provided examples of reviews from other holidaymakers about the hotel's hygiene and food. Whilst these go towards building an evidential basis for a claim, the evidence as a whole isn't enough to show that the hotel failed to meet its contractual obligations and that as a result this caused Mr S's illness.

Based on the evidence I've seen, I don't think Tesco Bank acted unfairly or unreasonably when it declined the section 75 claim.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 October 2025.

Emma Davy
Ombudsman