

The complaint

Mr W has complained about the way Bank of Scotland plc (“BOS”) dealt with a claim for money back in relation to a packaged holiday he paid for with credit it provided.

Mr W is represented by his son, but as Mr W remains the complainant I will refer to him throughout this decision.

What happened

In January 2025, Mr W used his BOS credit card to pay for a packaged holiday through a booking agent I’ll refer to as L for himself and his son. The package included flights and hotel and cost £998. Mr W and his son were due to fly out on 5 January at 6.30am but due to adverse weather conditions, they eventually flew out on 6 January 2025 at 7.15am.

Mr W says they were left on the aircraft for over seven hours and were only offered drinks once. That they were not provided with any assistance while waiting to fly out and they lost almost two days of their seven-day holiday due to the delay.

On return from the trip, Mr W contacted BOS to make a claim under section 75 of the Consumer Credit Act 1974 (s.75). He asked for compensation for the problems they’d experienced during the outbound flights as well as losing almost two days of the holiday. Mr W asked for BOS to communicate with his son saying he’d granted him power of attorney (POA) to deal with this claim.

BOS refused to progress with Mr W’s claim on the basis that he ought to contact the airline for the issues raised in the first instance. It also notified him that no POA was registered on his account so either he’d have to complete security each time he contacted BOS to enable it to discuss matters with his son, or he needed to contact its customer service department to register a POA.

Mr W remained unhappy and complained saying he wasn’t required to contact the merchant in the first instance to raise a s.75 claim, and that he’d provided written authority for it to deal with his son, so he felt this should be sufficient for it to discuss matters with his son. BOS declined the complaint for the same reasons.

Mr W decided to refer his complaint to the Financial Ombudsman. He re-iterated his earlier points. Our investigator looked into things and felt BOS was incorrect to refer Mr W back to the airline/merchant and it ought to have considered his s.75 claim even if that meant contacting the merchant itself. But she felt that had it done so, it wouldn't have upheld the claim. That is because the flight had been delayed by adverse weather conditions, and L's terms excluded liability for losses caused by conditions outside of their control such as adverse weather conditions. She also said that BOS requiring Mr W's son to register a POA wasn't unreasonable. She finally explained his concerns about the airline not providing food and drinks during the delay was an issue governed by Mr W's contract with the airline and wasn't part of the packaged holiday contract that L was liable for. So as recommended by BOS, she felt Mr W ought to contact the airline first and then the civil aviation authority to address his concerns.

Mr W, however, wasn't happy saying that BOS's refusal to accept his authority to liaise with his son was rigid and it's likely it would deal with representatives such as solicitors and barristers. He added that he'd lost almost two days of their seven-night holiday, that the weather might've caused the initial delay but the airport had been opened at the time of his flight, so he doesn't believe the significant delay was solely caused by weather conditions. Additionally, L provided Mr W with no assistance which it was obligated to provide, and the airline was also obligated to provide assistance such as refreshments which it didn't provide.

As things weren't resolved the complaint has been passed to me to decide.

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.

Firstly, I'd like to reassure Mr W, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of the complaint in this decision as I'm required to decide matters quickly and with minimum formality.

I would add that I understand how disappointed Mr W must feel given he's paid sums for a holiday, which effectively was cut short due to the delay in his outbound flight. But it may be helpful to explain that I need to consider whether BOS – as a provider of financial services – should offer a remedy in response to his claim under s.75. But it's important to note BOS isn't the supplier. S.75 is a statutory protection that enables Mr W to make a 'like claim' against BOS for breach of contract or misrepresentation by a supplier when goods or services were bought using a credit card. But it's important to note that BOS isn't L and isn't responsible for everything that might've gone wrong with L. BOS is only liable to offer a remedy if Mr W can establish with evidence that there has been a breach of contract or misrepresentation – not for poor customer service or not meeting a customer's expectations.

There are certain conditions that need to be met for s.75 to apply. From what I've seen, I think those conditions have been met and BOS doesn't appear to dispute this.

It may be helpful to explain that there are consumer rights laws and regulations that underpin contracts like this which I've taken into account such as the Package Travel and Linked Travel Arrangements Regulations 2018 (PTR) as well as The Consumer Rights Act 2015 (CRA).

In order to uphold Mr W's s.75 claim on the basis that there has been a breach of contract, Mr W would need to evidence that L breached a term of the contract – and that caused him to suffer loss. He would have to show that either, there was a breach of an express term of the contract (such as a specific written term that had been breached) or whether there has been a breach of an implied term. The Consumer Rights Act 2015 (CRA) implies terms into the contract that services must be delivered exercising reasonable care and skill.

I've looked at the terms and conditions that underpinned Mr W's contract and I don't think it's clear that there has been a breach of contract and I'll explain why. L is a booking agent and doesn't actually provide the services that it uses to offer packages to its customers. If a supplier fails to provide a service in line with the booking, the contractual terms dictate what L and Mr W's rights and obligations are.

It's important to note, that Mr W agreed to these terms when he booked his holiday through L so both are bound to them. And in order to make a successful claim for breach of contract, as Mr W is making the claim, the onus is on Mr W to show that L had breached the contract – for which BOS (due to s.75 of the CCA) is now liable to remedy.

As explained by our investigator, where a flight is delayed due to adverse weather conditions, as its outside of the control of both L (and its supplier), L is not liable to pay any compensation for not meeting its obligations. This is also in line with the law which sets out that no compensation is payable if any failings in meeting contractual obligations is caused by unavoidable and extraordinary circumstances. So, the delay in the outbound flight, and the effect that has on Mr W's holiday doesn't entitle him to compensation as it was caused by unavoidable and extraordinary circumstances.

I appreciate Mr W says that while there was extreme weather conditions, the airport had opened by the time he was due to depart, so he doesn't believe the entirety of the delay can be attributable to adverse weather conditions. But I think its common knowledge that during the period the airport was closed many flights would have been halted and delayed so this will have a knock-on effect on other flights in the coming days – but the cause of these would still be adverse weather conditions. And other than Mr W's belief that the delays weren't caused by weather conditions, I've seen no evidence to support that belief. So based on what I've seen, I accept the flight was delayed, which led to Mr W and his son arriving at their destination later than planned, but I don't think based on the terms they've agreed to, and in line with the law, that Mr W is entitled to compensation for this. So I don't think there's sufficient evidence of a breach of contract here that would enable me to direct BOS to offer Mr W a remedy.

I now go on to consider Mr W's concerns over the service received during the delay. I must reiterate that under the law, L is responsible for ensuring all parts of the package holiday are provided, so it is obligated to ensure the flight was provided, which it was as Mr W did eventually fly out. And he hasn't said there was anything wrong with the outbound flights once it eventually departed so there doesn't seem to be any argument that the flight itself wasn't delivered exercising reasonable care and skill. As explained above, he isn't entitled to compensation for the delay itself and the impact that had on him.

Mr W is unhappy that the airline didn't provide him with a reasonable amount of food and drink during the delay which it is obligated to provide under aviation laws so he's unhappy with the service received from the airline prior to the flight departing. But Mr W is only entitled to bring a claim against BOS for breach of contract of L not for statutory breaches or for poor customer service of the airline which isn't something in my opinion, is covered by his package travel contract. The service he received from the airline, prior to the flight is something he needs to take up with the airline. The terms of his contract with L does not include any terms that state either L (or its suppliers) are obligated to provide food and drink and the PTR's also don't explicitly say that L is obligated to meet all the service standards applicable to airlines prior to the flight departing. It simply makes L liable to provide the flight – which it did. So, I don't think it's clear that this amounts to a breach of contract (either express or any implied terms). Bearing this in mind, I don't think I could safely conclude that BOS is liable to remedy this. As explained by our investigator, I would suggest Mr W make a complaint to the airline to raise his concerns for the service he received whilst at the airport.

Mr W is also upset that he wasn't provided with any assistance which L is obligated to do under the law. My understanding is that L is obligated to provide assistance such as providing information about health services if a consumer is in difficulty or information about local authorities or consular assistance. But Mr W was in the UK when his flight was delayed. I can see from his submissions the airline informed him that his flight was delayed and promised to provide an update at a specified time. Mr W hasn't said what other assistance he required that wasn't provided. I appreciate he feels when he contacted L for more information about the delay, it informed him that it didn't know anything that he hadn't already been advised of. But L cannot provide information it doesn't have. This was an extraordinary set of circumstances where airports closed due to adverse weather conditions – and there was little L could do about this. So, I don't think there are sufficient grounds for me to uphold Mr W's claim on this basis.

Finally, I've also thought about BOS's requirement for Mr W to register his POA giving his son authority to deal with his claim and without this, he'd have to complete security each time before it communicated with his son. While I appreciate it may be inconvenient for Mr W to go through the process of registering the POA and it would be easier for him, if BOS simply agreed to his request to allow his son to liaise on his behalf, I don't think it's unreasonable for it to have a set process to ensure it correctly registers a POA, so it can correctly record what his son is authorised to do and what he isn't. While banks will certainly deal with representatives such as solicitors etc, my understanding is that they would still also have to go through a process of registering to ensure a consumer's accounts are protected. I can't see BOS acted unreasonably in this regard.

I want to make it clear that I do not doubt the disappointment that Mr W felt during this situation and that it impacted his enjoyment of the holiday. I truly sympathise with his position – that having his flight delayed for so long, and essentially losing almost two days of his holiday would have been deeply distressing. But s.75 offers limited protection to consumers and doesn't make BOS liable for everything that could go wrong that causes unhappiness. From what I've seen, these losses were not caused by anything L did – but by adverse weather conditions, completely out of its control – and in that situation, Mr W simply isn't entitled to compensation for the impact this had on him. I cannot order BOS to compensate him for the loss of enjoyment, and the inconvenience he suffered, because it might be fairer to do so. S.75 only entitles Mr W to a remedy where there is an established breach of contract which I don't think is the case here.

I appreciate Mr W's dissatisfaction, but under a s.75 claim, the onus is on Mr W to provide evidence that L has breached the contract, and BOS is therefore liable to remedy it. Based on what I've seen, I don't think it was unreasonable for BOS to decline this claim although for different reasons to that set out by BOS.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 December 2025.

Asma Begum
Ombudsman