

The complaint

Miss A complains about the way in which Clydesdale Bank Plc trading as Virgin Money handled her disputed transaction claim.

What happened

Miss A booked a stay at a property on Booking.com and paid using her Virgin credit card.

Miss A experienced issues with the property. She was unable to gain access until 5.00pm despite having requested access at 3.00pm. The lock on the property was broken and the hot tub didn't work. There was no hot water and the property hadn't been cleaned properly.

Miss A wasn't able to resolve matters with the owner of the property and found Booking.com to be unresponsive. She raised a disputed transaction claim with Virgin.

Virgin raised a chargeback but the merchant (Booking.com) defended the claim. It said the accommodation was presented as described and that the issues raised by Miss A were customer service issues which couldn't form the basis of a claim for a refund under Mastercard rules. Virgin declined the chargeback and said the merchant had provided the service that Miss A had booked, and she had utilised it in full, and that there was no evidence of a breach of contract or a misrepresentation.

Miss A remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said he didn't think there was enough evidence to meet the chargeback scheme requirements and there was no evidence that a claim under Section 75 would've been successful.

Miss A didn't agree. She said that Booking.com should have provided a refund because the property owner didn't respond.

Because Miss A 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 Miss A, but I agree with the investigator's opinion. I'll explain why.

Chargeback

When dealing with chargebacks, banks and providers of credit need to do so within the remit of the rules set by the relevant card scheme.

Chargebacks are a voluntary scheme. How it works is that the card issuer checks the

complaint against the possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether or not it can make a successful claim for the customer. Card issuers don't have to submit claims and will only do so if they believe they have evidence that will support a successful chargeback claim. This service expects card issuers to help if they can, but we don't expect them to pursue a chargeback if there's little prospect of success.

I've looked at Miss A's request to raise a chargeback to see whether or not Virgin acted fairly when it declined the chargeback.

Miss A identified a number of issues with the property she booked on Booking.com. Virgin raised a chargeback and asked Booking.com to respond. Booking.com disputed the chargeback claim and said the issues raised by Miss A were to do with the quality of the accommodation, which was subjective, and outside of Booking.com's terms of service.

Booking.com provided its terms of service to Virgin. The terms of service stated that when a customer makes a booking with Booking.com, the booking is made directly with the service provider (i.e. the property owner). The terms of service stated that Booking.com wasn't a party to the contract and didn't make any promises about the service providers products and services.

I'm sorry to hear that the accommodation wasn't to the standard that Miss A expected. However, having reviewed the evidence provided by both parties, I don't think it's likely that the chargeback claim would've been successful. For this reason, I can't say that Virgin acted unfairly or unreasonably when it declined to pursue the chargeback.

Section 75

I've gone on to consider whether a claim under Section 75 would've had a prospect of success.

Section 75 says that in certain circumstances, the provider of credit (i.e. Virgin) can be held responsible with the supplier if there's been a breach of contract or a misrepresentation.

A breach of contract is where a party fails to do something that they are obliged to do under the agreement.

A misrepresentation is an untrue statement of fact which induces a consumer to enter into the agreement.

I've reviewed the terms and conditions of Booking.com. These state that they are responsible for providing the booking platform but not for the accommodation or travel experience itself. These also state that the information about the property on the Booking.com platform is based on what the service provider tells them.

Booking.com's contractual obligation was to make the booking requested by Miss A. And from what I can see, Booking.com fulfilled this obligation.

Booking.com isn't responsible for the quality of the accommodation. So even though Miss A experienced some issues with the quality of the accommodation, this isn't something I can hold Booking.com or Virgin responsible for, as there isn't a contractual relationship on which to base a breach of contract claim. Nor have I seen any evidence to persuade me that there has been a misrepresentation.

For the reasons I've explained above, I'm unable to uphold the complaint.

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 Miss A to accept or reject my decision before 13 November 2025.

Emma Davy
Ombudsman