

## **The complaint**

Mr W complains Barclays Bank UK PLC trading as Tesco Bank (“Tesco”) didn’t do enough to help get a refund for a transaction made on his credit card.

## **What happened**

The background to this complaint is well known to both parties, so I won’t repeat it at length here. As a summary Mr W booked flights for a round trip with a company I’ll call “E” for March 2025. The final flight ended up being delayed by over three hours.

Mr W raised a complaint with E, which apologised for the delay and said this was due to technical checks with the plane. It said as the flight departed outside Europe, and it wasn’t a European registered carrier; it wasn’t required to provide compensation under regulations. E said it had provided a refreshments voucher during the delay and offered 10,000 airmiles as a goodwill gesture.

Unhappy with E’s response, Mr W contacted Tesco for help in getting a refund. Tesco considered whether it was liable to provide a refund under Section 75 of The Consumer Credit Act 1974 (“Section 75”), but said there wasn’t evidence of a misrepresentation or breach of contract.

Tesco didn’t change its answer when Mr W complained, so he referred his concerns to the Financial Ombudsman. One of our Investigators looked into what happened and thought Tesco’s response was reasonable, so didn’t recommend it do anything further. She acknowledged that the flight had been delayed, but didn’t think there was enough to show this was a breach of Mr W’s contract with E.

Mr W disagreed, he said Tesco had a duty to gather information from E, as to the cause of the delay. He also said the compensation E had offered was insufficient and it had failed to meet its obligations in providing adequate refreshments while the flight was delayed.

As the matter wasn’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.

I’ve given consideration to the relevant rules and regulations applicable to this complaint and while I may not comment on everything (only what I consider is key) this is not meant as a discourtesy to either party, rather reflects the informal nature of our service.

Mr W’s complaint relates to Tesco handling of his Section 75 claim. Section 75 sets out that, in certain circumstances, if Mr W paid for goods or services, in part or wholly on his Tesco credit card, and there was a breach of contract or misrepresentation by the supplier (E), Tesco can be held jointly responsible.

There are conditions that need to be met for Section 75 to apply. One of these is that there needs to be a 'debtor-creditor-supplier' (DCS) agreement in place between the parties to the transaction. Another is that the item purchased must fall within set financial limits. I'm satisfied Mr W's claim, meets these requirements.

I've therefore gone on to consider whether Tesco's response to Mr W's claim was reasonable. In doing so, I think it's important to set out that in this complaint I'm only considering Tesco's actions as the financial services provider. So, it's not for me to comment on the actions of E, as this falls outside my remit.

I also note that Mr W has referenced other decisions our Service has issued. However, my role is to decide each complaint on its own **merits** and while complaints may appear similar on the face of it, this may not reflect the subtleties of each case.

In this decision, I'm considering the circumstances of Mr W's complaint, so I've gone on to review whether Tesco fairly considered his claim under Section 75.

*Was there a misrepresentation or breach of contract?*

To say there had been a misrepresentation, I'd need to be satisfied that a false statement of fact induced Mr W to enter the contract.

In considering what happened, I haven't found that to be the case, as I haven't been made aware of a false statement Mr W says induced him into booking the flights. Rather it could be considered Mr W's concerns the flight arrived later than scheduled, or its decision not to provide compensation is a breach of contract.

There's no dispute that Mr W's flight landed more than three hours after it was scheduled. However, Tesco has said there's no evidence of a breach of contract, and while I appreciate this answer will come as a disappointment to Mr W, I think it was reasonable in reaching this conclusion.

Section 9.1.1 of E's "Conditions of Carriage", states the following:

*"...We do not guarantee flight times and flight durations to you and they do not form part of your contract of carriage with us."*

Section 9.2 goes on to set out E's remedies if it fails to operate "a flight reasonably according to schedule" One of these remedies is that E will carry the passenger as soon as it can on another of its flights. So, as Mr W was able to fly home on his scheduled flight, albeit arriving later than expected, I haven't seen evidence this would be considered a breach of contract.

I appreciate Mr W has raised a comparison of statutory compensation he may have been entitled to with other airlines. However, as Mr W's flight departed outside the EU and E isn't a signatory to these regulations, I don't then find Tesco then becomes liable to provide a refund.

Mr W says the food he purchased with the refreshment voucher provided by E wasn't sufficient for the length of the delay. However, reviewing the terms and conditions of Mr W's agreement, I haven't seen anything that leads me to think it breached the contract on this point.

I note Mr W has also claimed for further costs he says he incurred as a result of the delayed flight. While I'm sorry to hear of the inconvenience Mr W suffered, Tesco would only be required to consider a claim for further costs if there was evidence of a misrepresentation or breach of contract and for the reasons I've explained, I think Tesco was reasonable in

concluding a breach of contract hadn't been demonstrated. As a result, I don't then think Tesco must compensate Mr W the further costs he says he's incurred.

In conclusion, while I appreciate this answer will come as a disappointment to Mr W, I think Tesco gave fair consideration to his claim under Section 75. For the reasons I've explained above, I think it was reasonable in concluding it wasn't liable to provide a refund or contribute to additional costs, as there wasn't evidence E misrepresented or breached the contract.

### **My final decision**

For the reasons I've explained 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 19 November 2025.

Christopher Convery  
**Ombudsman**