

The complaint

Mrs W has complained about how NewDay Ltd (NewDay) handled her refund claim.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

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 read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that NewDay aren't the provider of the services here – so in deciding what is fair and reasonable, I'm looking at their particular role as a provider of financial services. In doing so I note that because Mrs W paid for this transaction using a NewDay credit card, both chargeback and a Consumer Credit Act 1974 (CCA) Section 75 (S75) claim could possibly help her. So in deciding what is fair and reasonable I've focused on this.

Chargeback

Chargeback is the process by which settlement disputes are resolved between card issuers and merchants. A consumer isn't entitled to chargeback by right. But where there are grounds to raise one and it has reasonable grounds for success, it is good practice for one to be raised by the card issuer.

However, a chargeback isn't guaranteed to succeed and is governed by the limitations of the particular card scheme rules (in this case Mastercard). I've considered the relevant chargeback rules in deciding whether NewDay acted fairly.

Mrs W's complaint is regarding an event purchase made on her NewDay credit card to a supplier I shall call 'G' to the sum of £1394.72. She says her husband made the purchase but didn't realise this was from a ticket reseller rather than from the original organisers. She thinks that she is due a refund as the tickets were misrepresented and also with the Consumer Contract Regulations 2013 (CCRs) in mind.

The chargeback code this was raised under was 'Credit Not Processed' as Mrs W felt a refund was due for what happened. However I don't think this code would've been correct as Mastercard rules require, with mind to what is most relevant to her complaint, evidence a refund was promised but not processed, or that the refund policy wasn't disclosed at the time of sale.

Neither would be appropriate here as G didn't agree a refund to Mrs W as the tickets were non-refundable which was clear in their terms and conditions. I've therefore considered if there was a reasonable prospect of success under another chargeback rule, and the closest would be '*Goods or Services were Either Not as Described or Defective*'.

I've therefore considered the evidence available regarding this chargeback rule and whether NewDay acted fairly when they declined Mrs W's claim following the merchant's objection.

Did NewDay act reasonably in declining the chargeback claim?

NewDay initially raised a chargeback claim but then declined the claim following G's objections. G stated that tickets were non-refundable and that their terms stated that the tickets could be issued at any point up to the date of the show – which was at a future date.

I also understand Mrs W contacted this service on 5 November 2025 to state the tickets had been received. The order details from the date of purchase on 20 May 2025 confirm the event date to be 9 November 2025 and so the tickets were sent before the event date as promised by G.

In terms of a consideration that the services were not as described, I've reviewed G's terms and conditions and they clarify under section 3 that they are a '*platform that connects Sellers of the Services with buyers interested in purchasing them*'. They further go on to say "*In short, we are an intermediary*'.

With all of this in mind, I can't say that NewDay did anything wrong in not progressing the chargeback claim following the merchant objections. Not only were the tickets non-refundable and a credit wasn't promised as required under the 'Credit Not Processed' code, but there is also insufficient evidence that the 'Services were not as described' either. As there wasn't a reasonable prospect of success had the claim been progressed, I think NewDay acted correctly in declining the claim.

This claim is likely better suited under S75 for breach of contract or misrepresentation and so I've considered this below.

S75

S75 provides that in certain circumstances the borrower under a credit agreement has an equal right to claim against the credit provider if there is either a breach of contract or misrepresentation by the supplier of goods and services.

To assess a valid claim, NewDay would've needed to consider all relevant evidence for the alleged breach of contract or misrepresentation. But for there to be a valid claim under S75 there are certain technical requirements and a part of that is there needs to be a valid debtor-creditor-supplier agreement in place. This means there needs to be a valid agreement between the 'debtor' who took out the finance and the supplier of goods or services in dispute.

However, the ticket confirmation from G confirms the name of the contracting party as Mr W who Mrs W states took out the booking in the first place. This means that while the debtor was Mrs W (as it was her card that was used), the contracting party on the tickets was Mr W.

It is therefore likely that the technical requirements have not been met here as there isn't a valid debtor-creditor-supplier agreement in place. I say this because Mrs W would've need to be both the debtor and the contracting party (so named on the ticket confirmation) but this isn't the case.

And even if these technical requirements had been met, I still don't think there was sufficient evidence of a successful S75 claim for a breach of contract or misrepresentation in any event. I say this because there would need to be evidence that G's explicit terms have been breached.

As stated above, they clearly confirm G acts only as an intermediary and so as a platform to sell tickets. This is exactly what's happened here. The tickets were advertised on the platform, purchased by Mr W and they were promised for delivery before the concert date (which is often the case for platforms such as this as they have to wait for the ticket to be issued to the original buyer, who in turn makes them available to the purchaser on the platform at the first opportunity).

Many platforms such as these do offer refund guarantees, should the tickets not be sent in time, but in this case it does look like Mrs W did receive the tickets in advance of the show as promised. I therefore can't say there is sufficient evidence that G breached their contract here.

The other aspect is whether the tickets were misrepresented to Mr W. I know Mrs W has said Mr W purchased the tickets quickly in fear of them selling out and he was boarding a train at the time. As a result he didn't check that the purchase was from a reselling platform that was advertising these tickets early.

While I appreciate this position, it would be for the consumer to ensure they are aware of where they are purchasing their tickets from – i.e. if these are from the original suppliers or ticket resellers. For a consideration of misrepresentation under S75, there would need to be clear evidence of a false statement of fact that induced Mr W into this purchase.

However, G's terms and conditions are very clear that they are only an intermediary and acting as a platform where other consumers may sell tickets. While I do empathise that Mr W may not have been aware when looking at the site initially that this was a reselling platform, reviewing the site further would've explained how it operated. For example, beyond the terms and conditions, there is an article asking why someone else's name may appear on the sport or show ticket. G clarifies that the name on the ticket may be the person in charge of purchasing the ticket – further clarifying that the platform is for resale.

While I appreciate that Mr W was in a rush and didn't have the opportunity to check the details of the site when he made his purchase, I can't say that there is sufficient evidence that G misrepresented the tickets to him.

Lastly, Mrs W has mentioned the CCRs and the fact they were due a refund with a 14 day cooling off period in mind. Our investigator did discuss this in their view and with regards to the 'right to cancel', Section 28 of the CCRs does state under (h) this won't apply if the contract provides for a specific date or period of performance as was the case here.

With all of this in mind, I can't agree there's sufficient evidence for a successful S75 claim, although, as mentioned above, it is likely that the S75 claim didn't meet the technical requirements in the first instance in any event.

I know Mrs W has stated she is keen to know what other consumer rights would afford her protection for what's happened here. While I do empathise with her concerns, I'm only looking at whether NewDay considered her refund claims correctly with mind to the available evidence.

For the reasons explained above, I can't say they did anything wrong here. I understand the tickets were also delivered as promised in advance of the concert, which Mr W could've then attended as planned.

With all of this in mind, and I know this'll be disappointing for Mrs W, I won't be asking NewDay to do anything more.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 27 March 2026.

Viral Patel
Ombudsman