

The complaint

Ms G is unhappy with the way Bank of Scotland plc t/a Halifax has handled her claim for a refund for a cruise, paid for with her credit card.

What happened

Ms G booked two cruises back-to-back for a holiday in December 2024. The first cruise was paid for with her son's debit card. Ms G used her Halifax credit card to pay around £3,000 for the second cruise, buying two tickets for a seven-day cruise. The payment was made directly to the cruise provider.

Ms G says she became ill after eating in a restaurant on board the cruise ship during the first cruise. When she embarked on the second cruise, Ms G says the cruise provider treated her poorly:

- Ms G says she was moved to a different cabin on her own, leaving her vulnerable. She says this cabin wasn't the same standard as the one she paid for.
- Ms G says she and her son missed out on many activities and events while she was unwell.
- She says a member of staff harassed her, lied and made her feel uncomfortable.
- She says the cruise provider offered an upgrade to a suite as compensation, but then didn't go ahead with this. Ms G also says she was promised a refund which she didn't get.

After returning from the holiday, Ms G complained to her travel agent, C, who passed the complaint on to the cruise provider. The provider offered vouchers towards a future cruise to resolve Ms G's complaint. Ms G asked C if the staff member she had complained about wouldn't be on board, but as C couldn't confirm this Ms G rejected the vouchers.

Ms G then complained to Halifax and asked for a full refund. Halifax considered a chargeback but found this wouldn't be successful, as Ms G had completed the cruise. It then considered a claim under Section 75 of the Consumer Credit Act 1974 (S75 CCA) but didn't find enough evidence to uphold it, saying it wasn't suitable for making compensatory claims. Halifax offered to pay the fee for Ms G to refer her claim to ABTA instead. Ms G was unhappy so made a complaint about the outcome of the claim.

Our Investigator didn't uphold the complaint. She said she'd need to see further evidence linking Ms G's illness to something the cruise provider had done wrong and she didn't think a S75 CCA claim would be able to compensate Ms G for harassment if there wasn't evidence supporting this. She also said that while Halifax hadn't considered a chargeback claim, she didn't think there was enough evidence to support a claim, as the core service on the contract had been provided.

Ms G disagreed. She said her and her son had missed out on much of the cruise, including entertainment and food, as well as being harassed by the staff member. She said these

showed the cruise provider didn't provide the services with due care, something it was obliged to do in line with the Consumer Rights Act 2015 (CRA). The case has now been passed to me for a final 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.

Where evidence is missing or contradictory, as it is on this case, I've made a finding based on the evidence available to me. Having done so, I agree Halifax doesn't need to take action – and I'll explain why.

Ms G has made several detailed points in her complaint. I've considered everything she's said and all the information on the file. But in my decision, I don't intend to refer to everything or address every point made. I mean no discourtesy by this, instead I will focus on what I see as being the key outstanding points following the Investigator's outcome, and the reasons for making my decision.

I contacted the parties informally and addressed some outstanding issues and incomplete information on the case:

- Contrary to the Investigator, I thought I could consider if Ms G had a claim for loss of enjoyment, as the services she purchased were mainly for leisure. But I needed to see enough supporting evidence that the services weren't provided with reasonable care and skill, or weren't as described, before I could consider this.
- I noted Ms G was claiming for loss of services and enjoyment experienced by her adult son too – but it wasn't clear if the relationships in the contract allowed her to make a claim on his behalf.
- I explained some of the things Ms G was unhappy about happened on the first cruise – including eating at the restaurant and becoming unwell. The first cruise wasn't part of the contract subject to the S75 CCA claim, so I explained it was unlikely Ms G could ask Halifax to consider a claim for the services provided on the first cruise.
- I noted Halifax hadn't raised a chargeback claim. It also hadn't confirmed if Ms G had been able to recover any funds through other claim routes, like the ABTA scheme.
- I explained our Investigator had asked Ms G for specific evidence to support her S75 CCA claim more than once. This included full copies of the booking invoice and evidence supporting the alleged breach by the cruise provider.

Ms G told me the first cruise was paid for by her son, using his debit card. So this means she isn't eligible to bring a complaint to our service about the services provided on the first cruise. As this was a separate contract to the second cruise, Ms G also couldn't ask Halifax to reimburse her for the impact any such breach might have had when she embarked on the second cruise.

S75 CCA claim

I've looked at the claim Ms G made under S75 CCA for the second cruise. I gave Ms G a deadline to provide the rest of the evidence I needed to be able to make a decision on her case, as I've explained above. Ms G responded and provided copies of messages between her and the provider, as well as messages to C. But she wasn't able to provide the key evidence I asked to see, including the full contract details.

The available evidence shows Ms G paid for the second cruise, but the booking confirmation lists her son as the lead passenger. Ms G is named as a “fellow sailor” on the booking. Ms G says she doesn’t have a contract or further evidence of the booking, so I’m unable to be certain if she has a right to make a claim on behalf of her son, or even for herself. It’s sometimes the case that additional passengers on the booking don’t have the same rights to claim as the lead booker. I don’t think it’s possible to say with certainty that Ms G has met the circumstances needed to make a valid S75 CCA claim without further evidence showing the contract details and the relationships of the parties involved.

Even if the circumstances for a valid S75 CCA claim have been met, I think it would be reasonable for Halifax to expect Ms G to provide enough evidence to support her claim. I understand Ms G has provided messages she sent the cruise provider during and after the trip, but these appear incomplete, and don’t confirm the problems she described with the services received.

In order for Halifax to consider the claim further, I think it’s reasonable for it to expect Ms G to provide supporting evidence to demonstrate the cruise provider failed to provide the services with reasonable care and skill. Or, she would need to provide evidence that parts of the services provided weren’t as promised – for example, that the cruise provider placed her in a cabin of a lower standard to the one she paid for. The evidence Ms G has provided doesn’t go far enough to support her claim, so I think it would be difficult for Halifax to reach a firm conclusion that the service wasn’t provided with reasonable care and skill.

I’m wary the cruise provider has offered Ms G a total of \$1,000 of credit towards future cruises, representing \$500 each for her and her son. This is a substantial offer from the provider, and I accept this could support Ms G’s claim that she didn’t enjoy the cruise as much as expected. However, it’s unclear why the provider made this offer, and whether it was made in goodwill or in acceptance of something going wrong – and I don’t think this alone is enough to demonstrate there was a breach of contract or that the services provided were defective.

How Halifax handled the claim

I think Halifax didn’t handle the claim as it should have done – it referred Ms G to the ABTA scheme. Halifax did offer to cover the referral fee for an ABTA claim if Ms G wanted to take the case to them, which I think was fair.

But I think Halifax ought to have still considered if there were grounds for a valid claim under S75 CCA. Halifax also told Ms G that S75 CCA wasn’t a ‘compensatory scheme’ - which I don’t think was accurate. Ms G could ask for compensation under a S75 CCA claim, as I’ve explained above.

Despite this, if Halifax had taken the claim further, I don’t think it would have reasonably reached a positive outcome for Ms G, without further supporting evidence.

So while I think Halifax could have handled the claim better, I don’t think it would’ve resulted in a different outcome for Ms G.

Potential chargeback claim

I’ve also considered if Halifax ought to have raised a chargeback claim for services Ms G says she didn’t receive, or for defective services. The card scheme does allow for chargeback claims relating to services in some circumstances, but I think Ms G would have still needed to provide supporting evidence in order for the chargeback to have a reasonable prospect of success. I don’t think the evidence she provided for her claim would be enough

for a chargeback to have been upheld in her favour, considering everything I've seen and my understanding of the card scheme's rules.

The credit may no longer be available, so Ms G may need to ask the cruise provider about this, if she now wants to take up its offer.

I understand this decision will be disappointing for Ms G, as she strongly feels the cruise provider has treated her badly. But, given the amount of information and evidence missing on the case, I don't think Halifax ultimate answer was unfair. I therefore don't think Halifax needs to provide Ms G with a refund or compensation.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 20 February 2026.

Hannah Dunkley
Ombudsman