

## **The complaint**

Mr S complains about the way Lloyds Bank PLC ('Lloyds') handled his request for a refund.

## **What happened**

The background to this complaint is well known by both parties so I'll only summarise it here.

Mr S bought a season ticket for a football club (the 'club') in December 2024. He requested a refund as he was unhappy about it selling some of its best players (or they have left) and he was concerned about the performance of the new players. In July 2025, he made a claim via Lloyds as he used his credit card to make the payment of just over £460 for the season ticket. Lloyds declined the claim but for some customer service issues it has paid Mr S £80 and £50 respectively. Mr S remained unhappy and referred matters to us.

Our investigator thought Lloyds weren't wrong to decline Mr S's claim for a refund as the tickets were sold on a 'non-refundable' basis. Mr S disagreed making several points with his main point being that because he bought the season ticket prior to the season starting, he was entitled to a refund.

## **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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

In terms of the chargeback – which in this case is run by Mastercard – Lloyds declined to pursue matters under this scheme. I think the nearest Mastercard reason codes (rules) for this type of dispute would be goods/services not as described or not provided. Looking at the Mastercard scheme rules, I'm satisfied that Lloyds hasn't acted incorrectly in declining to raise a dispute. I say this because the service was available to Mr S to use (i.e. to attend the matches). And so, I don't think his dispute would've had a reasonable chance of succeeding under the Mastercard rules. So, I'm not upholding this part of Mr S's complaint.

Briefly summarised, section 75 of the Consumer Credit Act 1974 ('section 75') says that where a consumer uses certain types of credit - and that includes a credit card - to purchase goods and/or services and there's a misrepresentation and/or breach of contract by the supplier (in this case the club), the consumer will have a 'like' claim against the provider of finance (Lloyds) as they would against the supplier. There are other conditions, but it's not disputed they're met in the circumstances of this complaint.

What I'm reviewing here is whether Lloyds has acted fairly in declining Mr S's section 75 claim. In essence, I'm looking at the claims handling. I'm not a court so whilst I've had regard to the law including the Consumer Rights Act 2015 (not as described, reasonable care and skill etc), I'm not making a finding on whether there has actually been a breach of contract.

Only a court can make a finding in this regard. However, I do think Lloyds needs to fairly and reasonably conclude whether to accept liability under section 75.

Mr S is saying he wants a refund for breach of contract because he is unhappy about the players that have now left the club and has concerns about the club's performance as a result. In my view, I can't say that Lloyds are acting unfairly for not agreeing to a refund. The tickets were sold to Mr S on a non-refundable basis. I take on board his point about wanting a refund before the season started. But the terms say under the 'refunds and exchanges' part of its terms that season tickets are non-refundable. I know in another part the club's terms it says tickets aren't refundable at any stage 'during the season'. However, I think the term under 'refunds and exchanges' make it reasonably clear the season tickets are non-refundable. I also note Mr S's point about what a spokesperson for the club previously said about its refund policy. However, I'm satisfied it wasn't unreasonable or unfair for Lloyds to base its decision on the club's up to date terms and conditions. Based on everything I've seen, I don't think there's sufficiently persuasive evidence that Lloyds decision not to accept liability under section 75 was unfair or unreasonable.

In terms of the customer service issues, I can see that Lloyds has paid Mr S a total of £130 for some mistakes it made. One of its agents quoted a part of the terms and conditions which was inaccurately quoted. I can see Lloyds apologised for this and paid Mr S £50 which I think for a one off error which didn't impact on the actual outcome, was fair and reasonable. A Lloyds agent also told Mr S that he had a valid chargeback. But when the dispute was reviewed, Lloyds declined to progress the chargeback for the reasons set out above. Whilst I appreciate it would be disappointing for Mr S to learn his dispute wouldn't be progressed as an agent indicated it would be, given this didn't actually impact on the outcome of the claim, I'm satisfied Lloyds paying him £80 for this mistake was fair.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mr S wants. However, as noted above, my role is to resolve things informally. So, Mr S doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 February 2026.

Yolande Mcleod  
**Ombudsman**