

The complaint

Miss C is unhappy with how Barclays Bank UK PLC trading as Tesco Bank (Tesco Bank) handled her refund claim.

What happened

As all parties are familiar with this complaint, I'll only summarise the key background where necessary within my findings below.

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 Tesco Bank 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 Miss C paid for this transaction using a Tesco Bank credit card, both chargeback and a S75 claim could possibly help her. So in deciding what is fair and reasonable I've focussed on this.

Miss C purchased flights abroad with an airline I shall call 'N' using her Tesco credit card, to the sum of £426.08, to fly on 6 May 2025. Unfortunately she was taken ill prior and so was unable to fly. Miss C raised this with N who said a refund wasn't per their terms and conditions. And likewise Tesco Bank then declined both the chargeback and S75 claims. I'll look at these in turn.

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 Tesco Bank acted fairly.

I see Tesco Bank didn't raise a chargeback claim and I consider this is because there isn't a relevant Mastercard chargeback code that would apply. The most relevant chargeback reason would be 'Goods or Services Not Provided' but this wouldn't apply as the flights were available and Miss C wasn't able to board due to her illness.

The only other relevant chargeback code would be 'Credit Not Processed' as a refund wasn't given. However this only applies where a refund has been agreed by the supplier but not processed, which is not the case here.

As a result I don't think Tesco Bank did anything wrong as there wouldn't have been a prospect of success had they progressed the claim further.

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, Tesco Bank would've needed to consider all relevant evidence for the alleged breach of contract or misrepresentation. But for there to be a valid claim in the first instance under S75 there are certain technical requirements and I'm satisfied they've been met here.

Miss C has said she believes she is entitled to a refund as she was unfit to travel on her flight. I've considered N's terms and conditions and they do clarify that for instances where a passenger is unable to fly, the ticket price is non-refundable unless under section 10.3 there is the death of an immediate family member not travelling with them, or under section 10.4 if there is the death of a booked passenger, both within 10 days of the flight.

As Miss C's circumstances don't fall under these provisions, her ticket was non-refundable. I know this'll be disappointing to Miss C but this means that there is insufficient evidence of a breach of contract for a refund to be due to her under S75.

I note Miss C has mentioned the Consumer Rights Act 2015 (CRA) and specifically s49 which states: *'every contract to supply a service is to be treated as including a term that the trader must perform the service with reasonable care and skill'*. However, the flight was available in this case and Miss C wasn't on-board in any event to determine if the service was as required.

Miss C thinks s49 should be extended to the consideration of N offering more flexibility in her circumstances as she couldn't fly, but I don't consider this a reasonable application of s49 or its intended purposes.

I therefore can't say Tesco Bank did anything wrong in declining her S75 claim after reviewing the relevant evidence and N's terms and conditions. As a result, I won't be asking them to do anything more.

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 Miss C to accept or reject my decision before 14 January 2026.

Viral Patel
Ombudsman