

The complaint

Mr K has complained that Capital One (Europe) plc (“Capital One”) declined his claim against it under Section 75 of the Consumer Credit Act 1974.

What happened

The facts in this case aren’t disputed so I’ll only briefly set them out here. In April 2019, Mr K used his Capital One credit card to purchase tickets for £1,099 to an in-person event from a supplier I’ll refer to as S. The tickets he purchased noted that the date of the event was still to be confirmed but was to take place in Birmingham. This event was later scheduled to take place in May 2020. But due to the COVID 19 pandemic, the event was postponed.

In 2022, Mr K checked with S whether the postponed event had been re-organised, and a new date set. When S confirmed it hadn’t yet been able to reschedule it due to uncertainties related to the pandemic, Mr K says he booked a holiday and some specialist therapy for his daughter abroad to take place in July 2023.

In December 2022, S contacted Mr K to notify him that the event had been re-scheduled and would now take place between 20 and 23 July 2023. This coincided with Mr K’s planned trip abroad, so he was unable to attend, and he notified S. S said it would allow Mr K to transfer his ticket to another event, one taking place abroad in September 2023. Mr K was unable to go to that event so S agreed to notify him of any further dates within the UK in 2024 and said it would transfer his ticket to that event.

In late 2024, S subsequently notified him that it was no longer involved with organising or promoting any events related to the key speaker of the event Mr K had agreed to go to, so it couldn’t offer a transfer to another UK event. Although it said Mr K could transfer his ticket to any of the other events run by S.

Mr K said these other events were not a ‘like for like’ replacements and he now wanted a refund. S explained that the event had been postponed and then delivered in July 2023 and it didn’t offer anyone with tickets to that event a refund as the contract had been fulfilled.

In February 2025, Mr K raised a dispute through Capital One to claim a refund. He said that the original event had been postponed and rescheduled after an unreasonable amount of delay, that he’d been promised a transfer to their next UK event which it hadn’t delivered. He felt this amounted to a breach of contract and wanted Capital One to consider a refund.

Capital One said it couldn’t raise a chargeback claim on behalf of Mr K as he was out of time under the chargeback rules to make such a claim. It considered a claim under section 75 of the Consumer Credit Act 1974 (“section 75”) but declined this on the grounds that there hadn’t been a breach of contract. It said the services had been offered to Mr K, and him not being able to attend the event didn’t amount to a breach of contract. S had also offered Mr K to go to one of its other events.

Unhappy Mr K referred his complaint to this service. He reiterated his earlier concerns. Our investigator looked into things and didn't think Capital One acted unfairly when it declined Mr K's section 75 claim.

Mr K didn't agree for largely the following reasons:

- Mr K felt that while the initial postponement of the event due to the pandemic was expected, the unreasonable length of time taken to reschedule was in breach of the Consumer Rights Act 2015 (CRA) that says services have to be delivered within a reasonable time.
- He felt that S had agreed to a contract variation, when it offered to transfer his ticket to another event in the UK and failing to deliver that amounted to a breach of contract.
- The fact that the July 2023 event went ahead was not relevant as he received no benefit from it and from his perspective the service has not been performed.
- The other UK events are not the same as the event he purchased tickets for. He paid for a specific event which has not been provided to him.
- He felt that, even if the contract was frustrated rather than breached, the outcome should still lead to him getting a refund.
- Generally, in the industry where such events were cancelled or postponed, consumers were offered refunds if they couldn't attend the rescheduled events.
- Mr K was able to locate the terms and conditions applicable to his contract, but Mr K says that while it did have a force majeure clause, it did not give S the right to indefinitely delay or withdraw a previously offered remedy.
- The terms allowed a transfer to another individual where consumers couldn't attend so, showed an intention to be flexible.
- Mr K asked the service to confirm whether the offer to transfer his ticket to another UK event amounted to a contract variation – as our investigator has said it was a goodwill offer that Capital One wasn't bound by.

Our investigator reiterated that even based on the new terms Mr K had submitted it didn't look like there had been a breach of contract that Capital One would be bound to remedy. So as things weren'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.

Firstly, I'd like to reassure Mr K, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

It may be helpful to explain that I need to consider whether Capital One – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr K's claim. And it's important to note Capital One isn't the supplier. Section 75 is a statutory protection that enables Mr K to make a 'like claim' against Capital One for breach of contract or misrepresentation by a supplier paid using a credit card.

But importantly Capital One isn't responsible for everything that S did that Mr K might be unhappy with. It may be beneficial to set out that consumers may be unhappy with a supplier for a number of reasons, such as poor customer service, not meeting customer expectations, frustration of a contract, as well as breach of contract and/or misrepresentations. But section 75 enables consumers to bring claims against their finance providers for breach of contract and/or misrepresentation only. So, while Mr K may have a range of reasons why he's unhappy with S, he can only raise claims against Capital One for breach of contract and/or misrepresentation.

I've considered if there is persuasive evidence of a breach of contract or misrepresentation by S that means Capital One should have offered a remedy when handling Mr K's claim. But I want to explain from the outset that I can only consider Mr K's complaint on that narrow basis – that is, whether it was fair and reasonable for Capital One to respond to his claim in the way that it did, and if not, if there's grounds for me to uphold Mr K's complaint and order a remedy.

There are certain conditions that need to be met for section 75 to apply. From what I've seen, those conditions have been met, and Capital One also appears to agree that section 75 applies.

In order for me to uphold Mr K's section 75 claim for breach of contract, I'd have to be satisfied that S breached a term of the contract – either an express term or an implied term - and that caused Mr K to suffer loss.

Express terms:

In order to uphold Mr K's claim for breach of an express term, I'd need to look at the contractual terms S and Mr K were bound by to see if any such terms have been breached. Mr K has been able to locate a copy of the terms related to the event, but I can't see any of the terms have been breached. I've looked at all the terms but the most relevant ones for ease of reference are headed force majeure, refunds, transferring tickets, and time and place.

The terms include a force majeure clause that enabled S to postpone the event due to circumstances like the pandemic and in accordance with the terms – Mr K isn't entitled to a refund for this. It also sets out that Mr K was only entitled to a refund under two circumstances. One, if he cancelled within the 14 day cooling off period, and two if S cancelled the event altogether. Neither of which happened here.

The terms also allowed S the ability to change the event timing, dates and venue, and Mr K wouldn't be allowed to claim a refund for these reasons.

Where consumers were unable to attend, they were only able to transfer the ticket to another person who could attend instead. It did not allow for him to get a refund if he was unable to attend for any reasons.

To me it doesn't look like Capital One concluding that there hadn't been a breach of contract was unreasonable. And like our investigator explained, it looks like the event was postponed and rescheduled and delivered in line with the terms and Mr K isn't entitled to a refund. I

have significant sympathy for Mr K as I think his inability to attend the rescheduled event was for extremely genuine reasons, but this doesn't mean that there has been a breach of contract here.

Implied terms

The CRA does say that where there isn't a specified date for when services have to be performed, any services need to be performed within a reasonable time. However, what constitutes a reasonable amount of time is a question of fact. Mr K's event was postponed due to a global pandemic, and with various restrictions in place for largescale in-person event for a considerable amount of time. Additionally, all postponed events that needed to be rescheduled had practical implications and difficulties. I fully appreciate the delay seems significant, but I don't think it's clear that a court would conclude that it was unreasonable against the backdrop of the pandemic. So, I don't think it was unreasonable for Capital One not to uphold his claim for this reason.

Offer to transfer tickets

I haven't seen anything that indicates Mr K was entitled to transfer his tickets to another event in the UK the following year because he was unable to attend the rescheduled event. So, I don't think this is something Mr K was contractually entitled to. It looks to me like S offered this as a gesture of goodwill given Mr K's genuine inability to attend the event – but S's inability to then follow through with the offer doesn't amount a breach of contract. Especially, where Mr K didn't pay anything extra in return for this offer.

I appreciate Mr K has also recently alluded to a misrepresentation claim here. He says the transfer of the tickets was a representation made by S that he relied on. But Mr K entered into the contract in 2019, and the statement that S would allow him to transfer the tickets to another event hadn't been made at that point, so he wasn't induced into the contract by this statement. And, when this offer was made in 2023, Mr K didn't pay anything extra at this time, so he hasn't lost out due to what S said at this time. So, I don't think his claim for misrepresentation has merit either.

I understand there's been some discussion around whether the contract was frustrated. As explained by our investigator, I don't think that applies, but even if it did, section 75 doesn't enable Mr K to make a claim for frustration against Capital One. It's a separate legal doctrine – one that he would need to go to court to consider.

I want to assure Mr K that I don't doubt that he has been patient while S rescheduled the event, and his inability to attend was caused by genuine difficulties. I sympathise with his position. But I can only look at a complaint against Capital One not S, and under section 75, I don't think Capital One was incorrect to conclude that it wasn't obligated to offer him a remedy. And I am unable to uphold his complaint about S for poor service against Capital One. I am sorry that Mr K seems to have lost out due to circumstances beyond his control – but this doesn't mean Capital One has acted incorrectly. And where I've found that Capital One hasn't acted incorrectly or unfairly, I'm unable to direct it to offer a remedy.

As explained, I can only assess this complaint, on a narrow basis – whether there is a misrepresentation or breach of contract that S made that Capital One would now be responsible for. Overall, I don't think there's sufficient evidence that there's been a breach of contract or misrepresentation. So, I don't think Capital One acted unfairly for declining this claim. While I am sorry to hear Mr K is unhappy, with section 75 in mind, I don't find there are grounds to direct Capital One to offer a remedy.

I should, however, point out Mr K doesn't have to accept this decision. He's also free to pursue the complaint by more formal means such as through the courts. This service isn't able to provide Mr K with legal advice so if Mr K decides to pursue either Capital One or S separately, he would need to seek independent legal advice.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 5 March 2026.

Asma Begum
Ombudsman