

The complaint

Mr G, who is represented by Mrs G, complains that Barclays Bank UK PLC trading as Tesco Bank failed to pursue a chargeback and rejected his claim under section 75 Consumer Credit Act 1974 (s.75). Mr G is the eligible complainant and for simplicity I have referred to him throughout although I recognise this complaint has been pursued by Mrs G.

What happened

In June 2024 Mr G booked a holiday for his family which included a hotel stay and a cruise. The holiday was taken in July 2024. It cost £8,940 part of which was paid for with Mr G's Tesco credit card. The balance was paid by his wife.

Mr G has explained that while on the ship he fell and incurred an injury which meant he was unable to walk. He says the cruise ship staff failed to provide proper medical care and as a result he was confined to his cabin for much of the trip. He complained to the cruise line and it offered a goodwill gesture. He contacted Tesco to ask that it recover his money. He has set out the reasons why he considered he should receive a full refund:

- Medical negligence due to not receiving adequate support from the crew.
- Additional costs due to having to make calls to his travel insurance company and being charged a 20% service charge despite receiving poor service.
- Having to pay taxes for the days when staying at the hotel.
- A missed stop at one of the ports on the itinerary.
- Unauthorised sharing of his credit card details and those of his wife with the crew.
- An unacceptable holiday experience.

Tesco explained that his request for a chargeback had been made too late and it then considered a claim under s.75. It asked him for further information and contacted the merchant. It responded to his claim in some detail and set out why it could not identify either misrepresentation nor any breach of contract.

Mr G's complaint was rejected and so he brought the matter to this service where it was considered by one of our investigators who didn't recommend it be upheld.

In addition to the issues listed above Mr G has expressed his concerns about Tesco's handling of his claim. He demanded internal correspondence and said Tesco neglected to provide him with an opportunity to supply further evidence. He explained it had not properly investigated his claim and not treated him as a vulnerable customer.

Our investigator reviewed the evidence provided by both parties and agreed that the request for a chargeback had been made too late. She reviewed each of the grounds put forward by Mr G and explained why she didn't consider Mr G had established there had been a breach

of contract or misrepresentation.

Mr G didn't agree and said any decision we issued should be based on reasonableness and fairness and not legal technicalities. He suggested there had been a misunderstanding of s.75 due to the cost being paid by two people. He also believed Tesco's handling of the claim had been confused and confusing. He said that various pieces of legislation supported his claim that the original contractual expectations were not met. Finally, he said that the holiday was booked as a package and should be considered as a whole comparing what was promised and what was delivered.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr G that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

I appreciate the vigour with which this claim and complaint have been pursued and I can appreciate Mr G was disappointed that his holiday was affected by his fall. Having reviewed the evidence and arguments provided by both parties I have concluded that this complaint should not be upheld. I will explain why.

Mr G had two routes by which he might recover some of his money, either by a chargeback or by a s.75 claim.

Chargeback is a voluntary scheme run by the card scheme operator to process settlement disputes between the card issuer (such as Tesco) – on behalf of the cardholder (Mr G) – and the merchant (here it's the travel firm Mr G made the payment to). It is not a legal right that the cardholder has.

The scheme operator sets the chargeback rules and time limits for transactions made using the card scheme. And it is the scheme operator that decides whether a chargeback is successful – the card issuer simply makes a request on the cardholder's behalf. If the card issuer knows it is out of time, or is unlikely to succeed, I wouldn't necessarily expect it to raise a chargeback.

Mr G raised his claim too late for a successful chargeback to be made. I appreciate he has said there was some confusion about whether the claim was to be made by Mrs G or him, but having reviewed the bank's records I do not consider it was delayed. In any event having seen the response by the merchant it is clear the chargeback would have been defended and the chances of it succeeding were negligible. As such I do not consider Tesco was wrong not to pursue a chargeback.

The second option was a claim under s.75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

- Debtor-creditor-supplier (DCS) agreement and
- A clear breach of contract or misrepresentation by the supplier.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Tesco has have come to a fair outcome based on the evidence provided.

It has been accepted that the required DCS agreement is in place, but it seems that the merchant was simply acting as a travel agent and its role was to book the constituent parts of the package. Once it had done this it had no responsibility for the actions of the suppliers i.e. the flights, accommodation or the cruise. It supplied what it had been contracted to do and I am not persuaded that there is a DCS link with Mr G and the cruise line or the hotel.

However, Tesco has not taken that view and given I do not consider the complaint should be upheld I do not propose to take this argument further.

Medical negligence

I appreciate Mr G didn't derive the full enjoyment of the cruise element of the holiday due to his fall and he has my sympathies for that. It has not been suggested that the cruise company was responsible for the fall but that it failed to provide suitable support thereafter. I have noted what Mr G has said and I can see the cruise line did not accept his claim, but made a goodwill gesture. It seems Mr G's main complaint was about the failure to provide a wheelchair when requested. He has not given further details of when and how often this happened or indeed how long the delays were. Essentially his claim is subjective and given he was seeking a significant sum from Tesco he did not establish that there had been a breach of contract.

Additional costs

As for the additional costs there was nothing in the contract which said that the merchant would provide free phone calls. The calls arose due to Mr G falling and I understand he needed to contact his travel insurer, but that does not mean the merchant was obligated to pay for those calls.

Turning to the other costs he has claimed the cruise line has "*confirmed that a service charge of \$20 per person per day will be added to guest's onboard accounts if not already prepaid. This is distributed to the staff onboard, including the restaurant staff, stewards and other behind-the-scenes staff who provide services to enhance your cruise experience. The option to reduce or remove the service charge is available as we understand that tipping preferences vary. [The cruise line] have advised that the service charges were adjusted/removed from the onboard invoice, so they have not been charged for the service charges.*"

Given this is an optional charge and reference was made to it in the booking documentation I cannot say this amounted to a breach of contract or misrepresentation.

Taxes

The booking confirmation states "Local Governments & hotels may collect city taxes/resort fees where applicable, these are not included in your holiday cost and are payable locally in resort". I cannot see how one could conclude that there was either misrepresentation or a breach of contract.

Missed Stop

The booking confirmation states that "cruise line itineraries can be subject to change". It has told Tesco that due to heavy port congestion and exposure to adverse weather conditions, local port authorities deemed the assigned berth unsafe to operate, and as a result the stop was cancelled.

Unauthorised sharing of his credit card details

I gather it is usual procedure for credit card details to be provided to the relevant members of the crew to facilitate any payments that may be due. I do not see how that could amount to a breach of contract or misrepresentation. If charges had been taken which he disputed and he had suffered a loss then, as Tesco has pointed out, that would be a matter of potential fraud and would have to be investigated separately.

An unacceptable holiday experience

While I understand Mr G was disappointed with some elements of the holiday that does not mean that this can be regarded as either a breach of contract or misrepresentation. Even if he could establish his claim it would be necessary to take into account that he and his family had the benefit of the flights, hotel stay etc and so any redress would be significantly less than the whole cost of the holiday.

Overall, having reviewed the details supplied I cannot safely conclude Tesco did anything materially wrong in its rejecting Mr G's claims. As for the various pieces of legislation Mr G referenced our investigator had addressed those and I have nothing to add.

As for the handling of the claim I can see that Tesco responded quickly to the claim setting out why it did not consider it succeeded. Mr G pushed back and Tesco made further enquiries of the merchant and through it the cruise line. It took reasonable steps to investigate the claim and sought out clarification from all parties. The reality is that Mr G was seeking a substantial sum from Tesco and the onus was on him to demonstrate either breach of contract or misrepresentation and I do not consider this has been done. I would add that our investigator did not misunderstand the application of s.75 in her communications with Mr G.

In conclusion, I appreciate Mr G's holiday was affected following his fall and I recognise his disappointment, but I cannot say what happened amounted to a breach of contract or misrepresentation by the merchant and Tesco's response was both fair and reasonable.

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 Mr G to accept or reject my decision before 26 February 2026.

Ivor Graham
Ombudsman