

The complaint

Mr S has complained about how Barclays Bank UK PLC trading as Tesco Bank (Tesco Bank) handled a refund claim he made.

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 Mr S paid for this transaction using a Tesco Bank credit card, both chargeback and a Consumer Credit Act 1974 Section 75 (S75) claim could possibly help him. So in deciding what is fair and reasonable I've focused on this.

In summary, Mrs S used Mr S's Tesco Bank credit card to purchase event tickets from a booking agent I shall call 'W' in May 2025 for £564.65. However Mr S later discovered that some of the performers that he thought would be in attendance weren't going to be at the show. He therefore contacted Tesco Bank to raise a refund claim and didn't attend the performance.

Tesco Bank declined both his chargeback and S75 claim, however. They said there was insufficient evidence under the card scheme rules to say there was a prospect of success if the chargeback claim was progressed further. In addition, they didn't think the technical requirements of a S75 claim were met, particular the requirement for an unbroken debtor-credit-supplier agreement.

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.

The relevant chargeback code here would be 'Goods or Services Were Either Not as Described or Defective'. I've therefore considered the evidence available with regard to this chargeback rule and whether Tesco Bank acted fairly when they declined Mr S's claim.

The card issuer rules require evidence to support the complaint – which in this case would be showing the service wasn't provided as described – for example, that specific performers were clearly confirmed to appear.

While Mr S has provided promotional material that attendees would get to see several performers at the show, I'm not satisfied this is enough to show the service was defective for chargeback purposes.

To explain further, I don't think the absence of particular wrestlers is enough to show the service was defective for chargeback purposes. While the promotional poster referenced several named performers, I'm not persuaded this amounts to a clear commitment that each of them would appear. Advertising for live events often highlights anticipated participants, but that isn't the same as a guarantee of performance by specific individuals.

In the absence of sufficiently clear evidence that the lineup was fixed and guaranteed, I don't think the service can be said to have been provided as defective or not as described because some of those advertised performers didn't attend.

With this in mind, I don't think Tesco Bank did anything wrong in not progressing the claim based on the available evidence. I say this because I can't agree there was a reasonable prospect of success if they had done so, with consideration to the card scheme rules.

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 would've needed to consider all relevant evidence for the alleged breach of contract or misrepresentation. But for there to be a valid claim under S75 there are certain technical requirements and a part of that is there needs to be a valid debtor-creditor-supplier agreement in place. This means there needs to be a valid agreement between the 'debtor' who took out the finance and the supplier of goods or services in dispute.

In this case, while Mr S was the debtor as his credit card was used to make the purchase, it was Mrs S named on the booking confirmation as she was booking the tickets for Mr S to attend with their two children. While Mr S was the debtor as his credit card was used, the booking was in Mrs S's name and for attendance by multiple people.

In these circumstances, I think it's more likely than not that the necessary debtor-creditor-supplier relationship wasn't sufficiently established for a valid S75 claim.

This means that it is unlikely there could've been a valid S75 claim in any event. For completeness, even if a S75 claim had been possible, I don't think there is sufficient evidence to say there was a breach of contract or misrepresentation.

I say this because for a misrepresentation by W there would need to be a false statement of fact that induced the purchase. The poster says *'fans will have the opportunity to see'* and then names a list of performers. However, this isn't a clear or unqualified statement that those individuals will definitely appear but instead reflects the possibility of seeing them as part of the event. So I'm not persuaded this was a false statement of fact that induced Mrs S into the contract.

With regard to breach of contract, I've reviewed W's express terms and section 11.5 states what wouldn't be considered a material alteration and this includes changes in the line-up of a multi performer event. I therefore can't agree that the non-attendance of certain performers meant that W breached their contract here.

With all of this in mind, I don't think Tesco Bank did anything wrong in the administration of these claims. I don't think the chargeback claim had a reasonable prospect of success had it progressed further for the reasons explained. And while it is likely that the technical requirements of a S75 claim hadn't been met in any event, I also don't think there was sufficient evidence of a breach of contract or misrepresentation.

Tesco Bank's advice to Mr S

Mr S has also complained about the advice given by Tesco Bank when the matter was first raised with them prior to the date of the event. While a call recording of the discussion isn't available, Mr S has said he was told that not attending would give him the best chance of obtaining a refund. He says his family therefore missed out on the event as he followed Tesco Bank's guidance, and yet he still didn't receive a refund.

I can't say that Tesco Bank acted incorrectly if they advised Mr S here not to attend the event. In general, where a consumer goes ahead and uses a service, it becomes much harder to show the service wasn't provided as expected or that a full refund is due, as they've still received and accepted the benefit of what was paid for.

By not attending, Mr S preserved the position that the service was not used at all, which typically gives a stronger basis for seeking a refund. Tesco Bank likely explained this as improving his chances rather than guaranteeing an outcome, and I don't think the advice was wrong under the circumstances. I do appreciate that Mr S would be disappointed as his refund claims were still declined, but I don't think Tesco Bank did anything wrong here.

In conclusion, and I appreciate this'll be disappointing to Mr S, I don't think Tesco Bank did anything wrong in their handling of his refund claims. I therefore don't uphold this complaint and so won't be asking them to do anything more.

My final decision

For the reasons explained, 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 14 May 2026.

Viral Patel
Ombudsman