

## The complaint

Mrs W has complained about how Barclays Bank UK PLC trading as Tesco Bank (Tesco) handled her request for a refund.

## What happened

In October 2025, Mrs W made three payments to a tour operator (the supplier) for tickets to three tourist sites for two people.

Mrs W explained that the supplier's website she used to purchase the tickets portrayed itself as the official website, which she said induced her into buying tickets at an inflated price. Having found out that she had not purchased tickets from the official website and that the tickets were being sold at a lower price at the individual sites, Mrs W tried to resolve matters with the supplier. This was unsuccessful and so she contacted Tesco and asked it to assist her in getting a partial refund for the difference in the price she paid, less the price of the tickets sold by the official website, around £300.

Tesco considered Mrs W's claim under Section 75 of the Consumer Credit Act 1974 and said that as the service was provided as agreed and the price was accepted at the time of the booking, it was unable to refund her. It said that one of the sets of tickets cost less than £100 and so the financial limits for a valid Section 75 claim was not applicable to that transaction. In response, Mrs W explained that her claim was about a misrepresentation rather than a breach of contract.

Tesco reconsidered and explained that the supplier's website had a disclaimer stating that it was not affiliated with or operated by the museum or any other official managing entity and that all tickets offered were valid and official. It said that as the disclaimer had made it clear it was not the official website and had explained the reasons for the higher prices, it didn't think there had been a misrepresentation it was liable for.

Mrs W referred her complaint to this service and we notified Tesco of the complaint. In its response it said that the services Mrs W paid for had been provided and that any information provided by a search engine does not form part of the contract with the supplier. It noted that the website included a disclaimer confirming it was not affiliated with the museum and that the reviews Mrs W referenced did not support her claim. It said that as one tour had an overall cost of under £100, it didn't meet the Section 75 financial limit and because Mrs W had received the services she paid for it was unable to raise a chargeback. It apologised that the second claim response did not acknowledge Mrs W's request to refer her complaint to this service and confirmed £30 had been credited to Mrs W's credit card account.

One of our Investigators looked into the complaint. She said she didn't think a chargeback, for any of the three transactions, would have been successful because Mrs W was aware of the prices of the tickets and there was a lack of evidence to show the service wasn't received as described. She said that one of the transactions didn't meet the financial limits required for a Section 75 claim and she said she hadn't seen enough evidence that the merchant's website said it was the official website and instead said the disclaimer confirmed it was not. Whilst she empathised with the situation Mrs W was in, she said she didn't think

there had been a misrepresentation that Tesco was liable for. She said that Tesco had acknowledged its poor complaint handling and acted fairly by paying compensation.

Mrs W didn't agree, she said that regardless of the disclaimer, the overall website gave a strong impression that it was the official website and said that one set of tickets included entry to a fee free site, noting poor online reviews. As an agreement couldn't be reached 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.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I'm aware I've summarised the events of the complaint to some degree. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mrs W and Tesco that I've reviewed everything on file. And 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.

To be clear I am only determining whether Tesco treated Mrs W fairly in how it handled the disputes, and not the actions of the supplier, as their actions don't fall within this service's remit. Whilst there may have been issues, it doesn't necessarily mean that Tesco treated Mrs W unfairly.

There were two ways in which Tesco could potentially assist Mrs W in getting a refund for the transactions, either through a chargeback or a Section 75 claim. I've considered each in turn.

#### Chargeback

There are set rules and criteria under which Tesco would need to follow as part of the chargeback process. These rules are set by the card scheme and cannot be altered or amended by Tesco under any circumstances. Part of these rules set out the situations in which a chargeback can be raised in the form of reason codes, along with specific criteria for each code. A chargeback isn't an automatic right for consumers and in Mrs W's circumstances Tesco had discretion to decide whether to attempt them or not.

However, in treating Mrs W fairly I'd expect it to attempt them if the scheme rules provided a specific option for her disputes and they had a reasonable prospect of success.

Tesco said it didn't attempt a chargeback because Mrs W received the services she paid for and as such there were no Chargeback rights. I don't think this was an unreasonable conclusion to reach, given that Mrs W had use of the tickets she purchased and got access to the sites that were described under each ticket type. As such, I don't think it was unreasonable for Tesco to decide that the chargebacks were unlikely to succeed and not attempt them.

#### Section 75

In certain circumstances, Mrs W can make a like claim against Tesco for any breaches of contract or misrepresentations by the supplier of goods or services, when payment is made via credit card. This is through a Section 75 claim.

In order to say that Tesco treated Mrs W unfairly in how it handled her claim, I'd need to be satisfied that the necessary criteria had been met and if so, that a breach of contract or misrepresentation had been evidenced.

Section 75 is only applicable to any single item to which the supplier has attached a cash price of under £100. Mrs W has confirmed each transaction was for two sets of tickets and as such it's the individual ticket prices that are important when thinking about whether the conditions for a Section 75 claim had been met, rather than the overall transaction amount. One transaction amount was a little under £100 and another around £150, meaning the price of each individual ticket was under £100, as such the financial limits had not been met on those transactions for a Section 75 claim to be valid. It follows that I don't think Tesco treated Mrs W unfairly by declining her claim for those two transactions.

The other transaction in dispute was around £220. As such each ticket cost over £100 and so I'm satisfied that the financial limits had been met. So I've thought about whether Tesco treated Mrs W fairly when it declined her claim. The crux of this dispute here is that Mrs W thought she was making a booking through the official website and she said that as a result of misleading information being supplied about the status of the website she used to make the booking, she has suffered a loss by paying more for the tickets than she would have if she booked through the official website.

In order to say that Tesco treated Mrs W unfairly when it declined her Section 75 claim, I'd need to be persuaded that:

1. the supplier made a false statement of fact; and
2. that false statement induced Mrs W into entering the contract, in other words if it wasn't for that statement she wouldn't have gone ahead with the purchase.

I understand that Mrs W used a search engine to try and locate the official website of the sites she wanted to purchase tickets for and appears to have selected the first result, with the word 'official' used in the description. Whilst I can appreciate why Mrs W understood this to mean it was the official website, alongside the other information she had pointed to on the website, I can also appreciate why Tesco didn't think Mrs W had done enough to show there had been any false statements at the time of the booking.

Tesco has said that it didn't think there had been a misrepresentation and has pointed to the disclaimer on the website which states that it was not the official website. In my opinion this makes it clear that the website was not affiliated to the sites it sold tickets for and that it was a third party offering official tickets, with an explanation for the higher prices. I haven't seen any other persuasive evidence to show that the website stated that it was the official website and I think the word official in the search engine description related to the sale of tickets, which I think has been confirmed to be accurate, given that Mrs W received the tickets she paid for. As a result, I can understand why Tesco didn't think a false statement of fact had been made and declined Mrs W's claim for misrepresentation on this basis.

Mrs W has acknowledged the disclaimer and reference to the business name on the website, but said it was not reasonably visible and felt it did not counter the overall misleading information presented. I can appreciate her strength of feeling and why she felt she was using the official website, but given Tesco hadn't seen enough evidence to show a false statement had been made, in that the website was the official one, I don't think it reached an unreasonable outcome on the claim, nor do I think it was unreasonable for

Tesco to consider the information on the website as a whole before reaching its decision. And for completeness I don't think Tesco treated Mrs W unfairly when it said a breach of contract had not been evidenced, given that Mrs W received the services she paid for. Overall, I'm not persuaded that Tesco treated Mrs W unfairly by declining her Section 75 claim.

### Customer service

Mrs W also raised concerns about how Tesco dealt with the matter overall. Tesco has shown that it received Mrs W's claim in mid-November 2025 and it provided a response to her claim within a few days. Whilst I can appreciate the answer wasn't the one Mrs W was hoping for, I think that Tesco dealt with the claim promptly. When Mrs W objected to the response, Tesco reconsidered and provided a further explanation of its reasons for declining the claim.

Mrs W has raised concerns that she was not provided with referral rights for this service, but given a claim and a complaint are two separate matters, I don't think it was unreasonable for Tesco not to include this within the claim response. Tesco has accepted that it did not log a complaint when Mrs W indicated she wanted to refer her complaint to this service, however I can see that Mrs W referred her complaint to this service the day after Tesco responded to the claim and so I don't think Tesco's error has caused a delay in Mrs W being able to refer her complaint. Tesco has paid £30 compensation and I think this is broadly a fair amount, considering the inconvenience caused to Mrs W.

I can appreciate Mrs W's disappointment in finding out that she paid more for the tickets than she could have paid. For the reasons given, I'm not persuaded that Tesco treated Mrs W unfairly when it declined her claim. Some of her disputes didn't meet the financial limits for a Section 75 claim and I've not seen enough to show that there was a breach of contract or misrepresentation that Tesco is liable for. I'm also not persuaded that a chargeback would have been successful and think that Tesco has done enough to resolve any service issues. It follows that I will not be asking Tesco to do anything more.

### **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 Mrs W to accept or reject my decision before 20 May 2026.

Daniella Roberts  
**Ombudsman**