

complaint

Mr W has complained that Bank of Scotland plc hasn't refunded him for additional travel costs when he experienced train delays.

background

Mr W bought train tickets for himself and a group of friends, using his Bank of Scotland card. Unfortunately there were train delays, meaning they were late for the event they were going to. Because of this, there were additional expenses, such as taxis. Mr W would like Bank of Scotland to compensate him for these.

Our adjudicator didn't recommend that the complaint should be upheld. This was because she didn't think there was the necessary relationship between the parties, which is required by the Consumer Credit Act.

In response, Mr W queried whether he may be able to have a refund for the event tickets. Our adjudicator said this wouldn't be the case, as the event had gone ahead as it should have done.

The complaint's now been passed to me for my final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Under the Consumer Credit Act 1974, finance providers can be held liable for problems with goods and services bought using that finance. But for this to happen, certain criteria must be met. One of these is that there must be an unbroken 'debtor-creditor-supplier' link. In this case, there isn't. The debtor is Mr W, the creditor is Bank of Scotland, and the supplier is the train operator. But Mr W's money wasn't paid directly to the train operator, as would be necessary for the link to remain unbroken. Instead, it was paid to an intermediary, which then passed the funds on to the train operator. I'm afraid that this breaks the link, so there can't be a valid claim under the Act.

I've also looked at whether Bank of Scotland could be required to reimburse the cost of the event tickets. As the event went ahead as it should have done, there was no breach of contract in respect of these tickets. This means Bank of Scotland isn't responsible for giving a refund.

my final decision

For the reasons given above, it's my final decision not to uphold this complaint. I make no award against Bank of Scotland plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 April 2016.

Elspeth Wood
ombudsman