

complaint

Mr Z complains that NewDay Ltd will not refund a payment he made from his credit card account.

background

Mr Z bought an airline ticket from a third party retailer online. When he went to the airport he was unable to use the ticket. He complained to NewDay and asked it to request a chargeback or make a refund under Section 75 of the Consumer Credit Act. He said that this was because he was not provided with the service he paid for. NewDay contacted the retailer. It told NewDay that Mr Z was required to check in at least three hours before the flight. This was stated on the invoice. He did not do so. The retailer offered to pay him £336.36 which is the refund amount from the airline on the ticket less an administration fee.

The adjudicator did not recommend that the complaint be upheld. She said that:

- NewDay had contacted the retailer about the payment and received evidence to defend a chargeback request.
- Mr Z had been provided with a ticket which was good for travel and no misrepresentation or breach of contract had occurred.
- Mr Z said he arrived at the airport at 8pm – as the flight was at 10.30pm he had not arrived in time to check in.
- This was the reason the airline said he had been denied travel.
- There was no basis for a chargeback or Section 75 claim to succeed based on the actions of the retailer.
- He would need to contact the retailer if he agreed to the refund.

Mr Z did not agree. He said that the time for check-in was a recommendation and not compulsory. He said he was told at check in that his ticket was invalid or fraudulent. He does not think NewDay has done enough to get his money back.

my findings

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

I have listened to the recent call between the adjudicator and Mr Z as he wanted. Having done so I think that the adjudicator has set out all the key issues in this case and I have little usefully to add. I'm afraid Mr Z did not attempt to check in on time. The invoice he received said he should check in "at least" three hours before the flight time. He has produced no independent supporting evidence that his ticket was invalid for any other reason- say due to a fraud. It looks like the retailer has offered to pay him a net refund. Clearly he had not accepted that as he wanted the full amount he paid of £541.36.

I'm afraid I have no basis to require NewDay to refund the payment to him.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 22 April 2016.

Michael Crewe
ombudsman