

complaint

Mr H complains that Barclays Bank PLC, trading as Barclaycard, will not refund to him the money that he paid for an airline ticket. His complaint is made against Barclaycard under section 75 of the Consumer Credit Act 1974.

background

In June 2014, Mr H used his Barclaycard to buy himself a return airline ticket from a ticket agent. In a separate transaction, he also used his Barclaycard to buy a ticket for the same outward flight but a different return flight for his partner. His partner's tickets were cancelled by the ticket agent as it considered it to be a suspicious transaction but it refunded the payment to Mr H. Mr H claimed the cost of his tickets from the ticket agent and he then complained to Barclaycard under section 75. He was not satisfied with Barclaycard's response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that Mr H made two separate and distinct payments for the tickets and entered into two separate contracts with the ticket agent. She concluded that, although it was unfortunate that Mr H's partner's ticket was cancelled, that did not mean that the ticket agent committed a breach of contract for Mr H's ticket.

Mr H has asked for his complaint to be considered by an ombudsman. He says, in summary, that the ticket agent had a responsibility to inform consumers of policies on purchasing tickets from the same bank card and that, in the absence of such notice at the time of purchase, he has been the victim of its failure, and should have the cost of his ticket refunded to him.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there has been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr H's complaint about Barclaycard under section 75, I must be satisfied that there has been a breach of contract or misrepresentation by the ticket agent.

Business's have a legitimate interest in preventing fraudulent activity. In this case, the ticket agent considered that the ticket that Mr H bought for his partner was a suspicious transaction and it therefore cancelled the ticket.

Although it was not a fraudulent activity, I am not persuaded that the ticket agent acted illegally and it has refunded the cost of the ticket to Mr H.

Mr H's payment for his ticket was a separate transaction and the ticket remained available for him to use. I am not persuaded that there is enough evidence to show that the ticket agent has breached its contract with Mr H or that it misrepresented the ticket to him. I do not consider that there was any requirement for the ticket agent to explain its policy on suspicious transactions to Mr H and, even had it set out such a policy in its terms and conditions, I consider it to be more likely than not that Mr H would have bought the tickets in the same way.

As I do not consider that there has been a breach of contract or misrepresentation by the ticket agent, I do not consider that it would be fair or reasonable for me to require Barclaycard to refund to Mr H under section 75 the money that he paid for his airline tickets or to pay him any other compensation.

my final decision

For these reasons, my decision is that I do not uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 11 June 2015.

Jarrold Hastings
ombudsman