

## **The complaint**

Mr O complains that Clydesdale Bank PLC trading as Virgin Money turned down his Section 75 claim. He would like a full refund of tickets he purchased, and compensation for the distress and inconvenience.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my decision.

## **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.

Having done so I have reached the following conclusions:-

- I appreciate Mr O's frustration. He says he ordered concert seat tickets but was allocated standing tickets. He doesn't feel that Virgin Money properly investigated his complaint.
- For a Section 75 claim to succeed there needs to be evidence of either a breach of contract or misrepresentation. Virgin Money's customer contact notes are limited in detail but confirm Mr O contacted Virgin Money to make a claim in November 2022, was sent a form to complete which he returned with the information Virgin Money needed. Virgin Money declined the Section 75 claim in December 2022.
- The information Mr O supplied confirmed, in May 2022, his purchase of 'Section Stalls, Row, Seat(s), (2 tickets(s)). Although the confirmation notes 'seats' it doesn't specify a row or seat number which I would have expected it to do if Mr O had purchased specific seats not standing tickets. Our investigator checked the site map for the event which shows the Stalls area is for standing ticket holders which is what Mr O got.
- Mr O also supplied an email from the merchant dated 11 November 2022 confirming his tickets were ready and that its sales are final, and no refunds, cancellations or exchanges can be made to the tickets. It doesn't seem Virgin Money put Mr O's claim to the merchant which I might have expected it to. However, Virgin Money would have needed distinct evidence of a breach of contract to do so and I don't think it had this. Mr O hasn't, for example, provided any evidence to show what was on the site when he booked the tickets to confirm that he booked seats not standing tickets. I do think Virgin Money investigated Mr O's claim but didn't have sufficient evidence of a breach of contract or misrepresentation to pursue it. So, on this basis I can't reasonably ask it to refund the cost of Mr O's tickets as he has requested.

## **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 13 December 2023.

Bridget Makins  
**Ombudsman**