

## **The complaint**

Mr P complains that Clydesdale Bank Plc, trading as Virgin Money, won't refund a payment made on his credit card for concert tickets.

## **What happened**

In August 2021 Mr P used his Clydesdale credit card to pay just over £407 for four tickets for a concert. The single item price for each ticket was £85 and the website Mr P bought the tickets from charged him a further £10.80 for its fee. The rest of the £407 was made up of other charges.

Mr P has said he got tickets for the wrong area of seating from those he wanted, as he and others are very tall and need appropriate leg room. He says he asked the website for a refund. He says he then decided to get tickets for the same concert direct from the venue. He says he didn't get the tickets and was then told by the website he could collect the tickets from the box office at the venue on the day of the concert. But he says there weren't tickets to collect from the box office. So he asked for his money back, but the website wouldn't refund him. So he complained to Clydesdale.

Clydesdale looked into the matter and raised a chargeback with the website. The website responded and Clydesdale considered the website's defence and decided the chargeback no longer had a reasonable prospect of success. It also considered Section 75 of the Consumer Credit Act 1974 (the CCA) and concluded that this dispute didn't meet the requirements for a successful claim. However Clydesdale did offer Mr P £50 for the customer service it had provided.

Mr P didn't think this was fair, so he brought his complaint to our service. Our investigator looked into the matter. Overall, she didn't think Clydesdale had acted unfairly by declining Mr P's request for a refund. Mr P didn't agree. So 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.

I should make very clear that this decision is not about the website, which isn't a financial services provider and doesn't fall within my remit. Whatever the issues there maybe with the website and just because Mr P says he has lost money, it doesn't necessarily follow that Clydesdale has treated Mr P unfairly or that it should refund him. And this decision is solely about how Clydesdale treated Mr P. I hope this point is sufficiently clear.

Mr P accepts he made this payment for the concert tickets with the website in question and doesn't dispute the amount or date of the transaction itself (he says he got the wrong type of tickets for the concert). Having looked into the matter I'm satisfied that the transaction was properly authorised by Mr P by entering his card details and correctly applied to his credit card account with Clydesdale.

*could Clydesdale challenge the transaction through a chargeback?*

In certain circumstances, when a cardholder has a dispute about a transaction, as Mr P does here, Clydesdale (as the card issuer) can attempt to go through a chargeback process. I don't think Clydesdale could've challenged the payment on the basis Mr P didn't properly authorise the transaction, given the conclusion on this issue that I've already set out.

Clydesdale is required to consider whether there is a reasonable prospect of success when it is considering whether to go through the chargeback process or not. If it does go through the process, then it must do so properly. And if Clydesdale takes the chargeback as far as it can then the scheme provider (not Clydesdale) will then make an independent determination on the matter. So Clydesdale isn't solely responsible for the decision whether to refund or not, when going through the chargeback process. And it can fairly decide to not proceed at any stage if it doesn't think there is a reasonable prospect of success.

Here Clydesdale did raise a chargeback and the website responded. I can see from the call records from when Mr P raised the issue with Clydesdale the focus was around the delivery and receipt /non-receipt of the tickets. And it was along these lines that the Chargeback was raised with the website.

I can see the entire response of the website to the chargeback which covers all issues regarding the original sales process and all following events. So even if Clydesdale could have put more detail into the chargeback process than it did, I don't think this has led to Mr P losing out as the website covered all the issues in its response anyway.

Mr P has raised a number of issues regarding this entire matter, so I'll deal with them in the order that they happened.

#### *The sale itself*

Mr P says that at the time of purchase he wanted stalls rather than the tiered seating due to his height and consequent concerns regarding leg room. I can see evidence of Mr P telling a separate insurance company the day after the purchase of having difficulty in the purchase due to the website "crashing" repeatedly whilst he was trying to make the purchase. And this is certainly an argument Mr P has raised repeatedly since the matter happened.

The test here is did Clydesdale fairly consider the website's response when considering whether to continue with the chargeback. In the response to the chargeback the website has provided evidence around the stages of the sales process and particularly around the opportunities to see which tickets have been selected from the point of selection through to when the transaction is authorised after the card details are confirmed. I do not doubt Mr P's comments about the website crashing. Nevertheless it is an automated process which ends with the sale being authorised by the purchaser. And it is unlikely that Mr P didn't authorise this purchase considering the process here. So I do not think Clydesdale has acted unfairly by not pursuing the chargeback further based on what the website showed it in its evidence regarding the sales process.

#### *The chargeback*

Mr P says he contacted the website once he realised something had gone wrong. It's not clear how he knew something was wrong, bearing in mind his comments that he never received a booking confirmation email (10 February 2023 email to this service). I've seen the evidence from the website of the confirmation email being sent at the time and what it said. But it's also clear from Mr P's text messages he's submitted he was trying to liaise with the

website on the day of the purchase and repeatedly afterwards, only some of which seems to have been recorded by the website. And his dispute now is also about not receiving the tickets and this is the main issue that Clydesdale put to the website in its chargeback.

The website said to Clydesdale that Mr P had selected that the tickets should be sent by post and that it did that. It also said the box office concerned had Mr P's details on its customer list in order to let him in to the event. Mr P says the tickets were not at the box office when he went to collect them. Mr P has provided an email from the box office which supports the website's position. This email says:

*"However, as I stated in my previous emails, we would have had a full list of customers names and seat numbers, this enables us to rectify any agency ticketing issues."*

So I'm satisfied Mr P could have attended the concert through the arrangements the website said it made. So I don't think Clydesdale has done anything wrong by not taking the chargeback further. And it should be remembered that Mr P has made clear that he purchased a second set of tickets for the concert directly from the venue very shortly after purchasing these tickets and used them to get into the concert concerned.

Mr P says he was told he could get a refund for the tickets he bought. However the website's terms make clear that all sales are final. Mr P points to a message he got from the website. I've considered this message and note it says that you have to log in to the website to see if his order "qualifies for a refund". So I'm not persuaded this said that Mr P would get a refund.

I appreciate that Mr P feels very strongly that the website has treated him unfairly. However this decision isn't about the website. It is about whether Clydesdale treated his dispute with the website fairly, particularly in regard to chargeback. As I've described the website responded to the chargeback with a significant and considered defence dealing with the various issues that Mr P has raised. And I think Clydesdale could have fairly decided at that point not to take the chargeback further. Nevertheless it wrote to Mr P on 15 February 2022 (I've seen a copy of this letter) and it noted its position but said if Mr P had anything further he wanted it to consider then he could supply that by 26 February 2022, and it would consider this. Clydesdale say it didn't receive anything from Mr P that changed its mind. So it brought the chargeback process to an end at that point.

All in all having considered what happened here I don't think Clydesdale has done anything here which has led to Mr P losing out. Ultimately I don't think he's lost out because the chargeback didn't go further, because I think on balance it would have ultimately been unsuccessful had it gone to the final stage.

## *Section 75*

There are some requirements set out in the CCA which have to be met before deciding whether there was a breach of contract or misrepresentation by the website. I've considered the required relationship as set out in Section 75 and consider that it is met here for the provision of the booking ticket service. The CCA also requires the single cash price item be over £100 and less than £30,000. Here the tickets were £85 each. There were additional charges added by the website for services provided but none of these were over £100. So I'm satisfied that Clydesdale couldn't be held responsible here for a 'like claim' to that against the website under section 75 of the Consumer Credit Act 1974. So it has nothing further to do here under this legislation in this case.

## *Other matters*

For the sake of completeness I'll deal with some of Mr P's other arguments. He says he never received the tickets. This maybe so. However I'm satisfied the website did enough once it was aware he'd not received them in the post by putting his name at the box office. And Clydesdale having seen this, and the other comments made by the website, didn't treat Mr P unfairly by not taking the chargeback further. And it can't be held responsible under S75.

Mr P says he was told on the day of purchase that he would have a refund. Other than what Mr P says I've seen no evidence to support this. And the message he sent from the website in essence says he might get a refund rather than he will. But its also clear all sales are final. And I've not seen any reason to be persuaded that Clydesdale has treated him unfairly in this regard.

Mr P says he only bought the second set of tickets because he'd been "*promised*" a refund. From what I've seen I think he was told he could apply for a refund, but I've not seen persuasive evidence that he was told or guaranteed he was definitely getting a refund. So I don't think it would be fair for Clydesdale to have to refund this amount.

Lastly I can see Clydesdale offered Mr P £50 for some customer service issues it was responsible for. I think this is fair in the circumstances.

In summary I think that Mr P hasn't lost out here due to what Clydesdale did. I think Clydesdale made a fair decision in not pursuing the chargeback any further. And I don't think it could be held responsible under S75 either. So I don't think I can fairly require Clydesdale to refund Mr P for the tickets. So this complaint is unsuccessful.

I do appreciate that this isn't the decision Mr P wants to read. But I don't think Clydesdale treated him unfairly.

### **My final decision**

For the reasons set out above, I do not uphold the complaint against Clydesdale Bank Plc, trading as Virgin Money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 August 2023.

Rod Glyn-Thomas  
**Ombudsman**