

The complaint

Mr V complains that Capital One (Europe) plc declined his disputed transaction claim.

What happened

In April 2023 Mr V purchased train tickets from an online merchant and paid using his Capital One credit card. The price of the tickets was £62.12.

Mr V received a confirmation email from the merchant. No tickets were attached, and the date of travel was wrong. Instead of the date of travel being 18 September 2023 which Mr V says he entered, the email said the date of travel was 17 September 2023.

Mr V tried to contact the merchant but was unable to resolve matters.

Mr V raised a disputed transaction claim with Capital One. Capital One declined the claim. It said there were no chargeback codes available for them to ask the merchant to refund the cost of the tickets. Capital One also said that Section 75 didn't apply because the tickets had cost less than £100.

Mr V remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said they didn't think Capital One had treated Mr V unfairly by declining the chargeback because there were no chargeback codes available at the time when Mr V raised his claim. The investigator also said that Capital One hadn't made an error when it found that Section 75 didn't apply.

Mr V didn't agree. He said he'd had to make alternative travel arrangements because he hadn't received the tickets.

Mr V contacted this service again and said he'd now received the tickets but with the wrong date on them. He said he hadn't received what he ordered and paid for.

Another investigator reviewed the complaint but didn't uphold it. He said that although Mr V had now received the tickets for the wrong date, it appeared that he had received the tickets that he'd booked, and the tickets that the merchant had agreed to send him.

Mr V didn't agree. He said that throughout the ticket buying process, the date on the screen was the date he'd selected (18 September). Mr V said there must've been an error with the website which caused the wrong tickets to be booked.

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.

Chargeback

I can see that Mr V raised his disputed transaction claim soon after he had purchased the

tickets and before he received them. This is because Mr V received a confirmation email of the booking with no tickets, and with the wrong date of travel shown in the email.

Chargebacks are decided based on the relevant scheme rules – in this case, Mastercard scheme rules. Chargebacks are a voluntary scheme. The way it works is that the card issuer checks the complaint against the possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether or not it can make a successful claim for the customer. Card issuers don't have to submit a claim and will only do so if they believe they have evidence that a chargeback claim will be successful. This service expects card issuers to help if they can, but we don't expect them to raise a chargeback if there is little prospect of success.

When Capital One investigated the chargeback, they asked Mr V to provide further information. Capital One reviewed the documents and translated them and saw that the tickets would be sent by email four days before departure.

Capital One determined that there was no chargeback code available to cover the circumstances of Mr V's complaint. Mr V told Capital One that he hadn't received the tickets. However, because there was the possibility that Mr V would receive his tickets nearer to the date of travel (in line with what the merchant's documents said), then there was no basis to proceed under the code for "goods or services not received".

Based on what I've seen, I don't think Capital One's decision to decline the chargeback was unfair or unreasonable. At the time Mr V made the chargeback claim, I can't see that there was a chargeback code, or that there was any prospect of success.

I appreciate that Mr V was also seeking a refund on the basis that the ticket confirmation email showed the wrong date of travel. I've thought about whether a successful chargeback could have been raised in relation to this. However, having reviewed the booking process for tickets, I don't think it's likely that Mr V would have been able to show that the tickets he received confirmation of were not the same as the tickets described on the website. If a chargeback had been raised on this point, I don't think it would have had any prospect of success because the merchant would have defended the claim and relied on the ticket booking process.

I do understand that Mr V says that he carefully selected the correct date for travel and that there must've been a fault with the website. However, there's no evidence to show that there was a fault and on the face of it, the merchant has supplied Mr V with the tickets it agreed to supply. So even if Mr V had waited until the tickets were received, I still don't think that there would have been a reasonable prospect of success with a chargeback claim.

For this reason, I don't think Capital One's decision to decline the chargeback was unfair or unreasonable.

Section 75

Section 75 has certain eligibility criteria. One of these is that the purchase price of the goods or services must be greater than £100 and no more than £30,000. In this case, the purchase price of the tickets fell short of £100 (£62.12). Therefore, I'm satisfied that Capital One correctly advised Mr V that it wasn't possible to raise a claim under Section 75.

Customer Service

Mr V has said that when he complained to Capital One, it failed to respond to his emails. I've reviewed the relevant correspondence and I can see that Mr V contacted Capital One on 10

May 2023 because he was unhappy with the outcome of the disputed transaction claim and wanted to know whether he could appeal. Although I understand that Mr V may have found it frustrating to wait for Capital One to respond, I can see that they issued a full response on 14 June 2023 which dealt with all of Mr V's complaint points. I don't think this was an unreasonable period for Capital One to take to respond, or that Capital One treated Mr V unfairly here.

For the reasons I've given, I'm unable to uphold the complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 1 February 2024.

Emma Davy
Ombudsman