

## **The complaint**

Miss R has complained that Sainsbury's Bank Plc has unfairly refused to refund her for concert tickets she bought using her credit card.

## **What happened**

Miss R paid £1,134.75 to Ticketmaster, for concert tickets - specifically, 'Mercury Lounge Experience' tickets. But C has explained that on the day, her family were refused entry to the Mercury Lounge, and that the tickets scanned only for the Golden Circle. So, she wants the difference of the extra she paid for the Mercury Lounge part of the tickets.

Miss R raised a dispute with Sainsbury's, but it declined her refund request. She then brought her complaint to our service.

One of our investigators looked into what had happened, but didn't think Sainsbury's had behaved unfairly. This was because the invoice for Miss R's booking showed Lounge Experience and Gold Circle Standing, and the ticket Miss R provided matched this, as it said 'Mercury Lounge Experience – Gold Circle'. So, she didn't think there was sufficient evidence that Miss R didn't get what she'd paid for.

That said, she could see there had been problems with customer service, in particular Sainsbury's saying it hadn't received letters that Miss R said she'd sent. It offered £75 compensation for this, which our investigator thought was fair.

Miss R disagreed, and said that despite what the invoice and ticket said, when it was scanned it didn't give her access to what she'd paid for, so there was an error with the ticket.

The complaint's now been passed to me.

## **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'm sorry that Miss R didn't have the experience she'd hoped for, particularly given that she was treating her children. It must have been extremely disappointing. But I'm afraid I'm not upholding her complaint. I'll explain why.

There are two methods of gaining a refund where goods and services have been paid for using a credit card (and where the merchant has not provided a refund already). One is the chargeback scheme, and the other is under section 75 of the Consumer Credit Act 1974.

Looking first at the chargeback scheme, this works by the finance provider (here, Sainsbury's) making a chargeback request to the merchant (here, Ticketmaster). Ticketmaster would either then accept the request, or defend it. Sainsbury's didn't make the request to Ticketmaster, so I've thought about whether this was reasonable. I think it was. Sainsbury's considered there were no grounds for a chargeback, because the wording on

the ticket Miss R provided matched what was on the invoice. I agree that is compelling, so any chargeback request would most likely have failed.

Turning to section 75, I've considered whether there was a breach of contract by Ticketmaster. In other words, did it fail to provide what Miss R had paid for? And, I don't think there's enough evidence to show this. Again, the wording on the ticket provided matches the invoice. I cannot know why the tickets didn't work on the day, but Ticketmaster issued a number of these tickets, and I'm unaware of any wider problem. Also, I don't have the power to compel witnesses, such as, for example, a representative from the venue.

I'm very sorry for the experience Miss R and her family had, but I'm satisfied that Sainsbury's was reasonable, based on the evidence it had, in declining to refund her.

Finally, I've thought about the £75 compensation Sainsbury's has offered in respect of its customer service. I agree that it's fair to reflect the trouble and upset caused to Miss R, and I leave it to her to decide whether to accept it. Sainsbury's has confirmed the offer remains open.

### **My final decision**

It's my final decision that Sainsbury's Bank Plc should pay Miss R a total of £75 compensation, if she'd like to accept it. I'm not requiring it to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 27 September 2024.

Elspeth Wood  
**Ombudsman**