

## The complaint

Mr Y has complained about the way Bank of Scotland plc trading as Halifax dealt with his complaint for money back in relation to a payment he made to a travel company using his debit card.

## What happened

The circumstances of the complaint are well known so I won't go over everything again in detail. But in summary, Mr Y paid £1,734.32 in March 2022 to an online travel agency I'll call W for return flights. Mr Y says he used the outbound flight, but he said the return flight was cancelled. Mr Y says he was offered a refund by W but this wasn't received, so he put in a claim with Halifax.

Halifax wrote to Mr Y in August 2022 to say it would credit the whole amount while it looked into things. It said it had contacted W to let it know about the claim. I understand W responded to say Mr Y received the outbound flight and that the return journey was only delayed. So it let Mr Y know it would be re-debiting the account.

Mr Y responded in October 2022 saying he'd already provided proof the airline had cancelled the flight and supplied evidence he had to book another ticket. He said he'd also submitted a court claim and he requested a refund. Mr Y submitted evidence of the ticket purchase, and an email from W on 20 June 2022 saying the return flight had been cancelled and asking for Mr Y to confirm changes. Halifax sent the chargeback claim to pre-arbitration for a partial amount of £867.16 to cover the flight Mr Y said had been cancelled.

W responded to the claim to say the return flights went ahead and Mr Y was a no show. So Halifax wrote to him to say it was unable to continue with the dispute. Mr Y responded to ask why his evidence wasn't enough proof. And he said wanted it to take things further. Halifax said it couldn't be taken to arbitration because W had shown Mr Y was a no show.

Mr Y complained but Halifax didn't uphold the complaint, based on W's responses to the chargeback. He referred his complaint to our service to consider. Our investigator looked into things but didn't uphold the complaint. In summary, she said the notes indicate Mr Y made several changes to the return flight. W confirmed that for the last flight change it would waive a rebooking fee but not the difference in flight cost, so W didn't amend the return date beyond 25 September 2022. Our investigator said Mr Y didn't supply Halifax evidence the return flight had been cancelled. She said the flight on 25 September 2022 went ahead, although it was 25 minutes late. She ultimately didn't think Halifax had acted unfairly.

Mr Y didn't agree. He said W refused to book a new ticket or provide travel vouchers when his flight was cancelled. Our investigator said she'd independently verified that the relevant flights departed on 6 May, 19 June, 20 June and 25 September 2022. She said she couldn't see any of the return flights Mr Y was booked on had been cancelled. She didn't think further pursuit of the chargeback by Halifax would've had a prospect of success based on the responses it had received.

Mr Y was unhappy with the outcome. He said W had given false information to Halifax. He said he wouldn't have booked another ticket if the flight was available.

As things weren't resolved, the complaint was passed to me to decide.

I contacted Mr Y to ask for further evidence. I said there was some conflicting information. On the one hand, W said Mr Y didn't turn up to the return flight on 25 September 2022, so no refund was due. Other evidence indicates Mr Y said it was a return flight on 20 June 2022 which was cancelled. I said to Mr Y the evidence indicates Mr Y made changes to the return flights, so I wanted to make sure I had a full understanding of what happened before issuing a decision. There was evidence missing but, in summary:

- The original return flight was for 6 May 2022.
- W said Mr Y changed this to 19 June 2022 and reissued a ticket. I asked if that was correct, and for supporting evidence.
- On 16 June 2022 evidence indicated Mr Y requested a change of date and another ticket was issued. I asked if that was correct and details of when the new flight was scheduled.
- There was reference to a return flight on 20 June 2022. I asked if that was correct, when it was booked along with evidence.
- I wanted to know when the flight for 25 September 2022 was booked and for supporting evidence. I also asked if this had been amended.
- I asked if the flight number for all the return flights was the same.
- I explained W had said it was willing to rebook the final flight for Mr Y, but he didn't want to pay the difference. I asked for comments.
- I asked for evidence showing Mr Y paid for another flight from and to the locations that were on the return flight W arranged.
- I asked if Mr Y had received a refund of tax that W had said he might be due.
- I asked why Mr Y claimed for the full amount of the transaction (£1,734.32) rather than the portion for the return flight he didn't use.

I explained to Mr Y that the evidence was incomplete, but from what I could see the return flight went ahead as planned on 6 May, 19 June, 20 June and 25 September 2022. I couldn't see it was cancelled on the relevant days. I requested a detailed timeline of the changes made along with evidence or details if anything had been misunderstood.

Mr Y responded to say his return flight was cancelled on 6 May 2022 and he received a notification from W. He said he asked for a refund and that he was told it would take one or two weeks, but it didn't arrive. He said he then asked for future travel vouchers, but they weren't issued so he contacted Halifax. Mr Y said W didn't reissue tickets. He said he had to buy a new ticket to travel back on 2 September 2022 and he attached evidence. Although the evidence he supplied shows the flight was to a completely different location and I think it had another passenger. Mr Y said he wouldn't have booked another flight if W had supplied one. He also said he hadn't received any tax back. And he explained Halifax amended his claim to £867.16 after he'd raised it.

I issued a provisional decision that said:

*I'm considering whether Halifax has acted fairly and reasonably in the way it handled Mr Y's request for getting his money back. In situations like this, Halifax can consider raising a chargeback.*

*The chargeback process provides a way for a card issuer to ask for a payment to be refunded in certain circumstances. The chargeback process is subject to rules made by the relevant card scheme. It's not a guaranteed way of getting money back.*

*While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success, there are grounds or dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.*

*Mr Y's claim was submitted under the condition for goods or services not received. He's indicated the flight he wanted to utilise was cancelled. The problem I have is that the evidence I've been sent is incomplete. I've not seen that any of the flights mentioned above were cancelled. The evidence I've seen is that there were some slight schedule changes and slight delays, but all the flights left on the day they were supposed to. I've not seen enough to say that there would have been a reasonable prospect of success for a chargeback in relation to services that weren't received – because the flights were all available. So I don't think Halifax acted unfairly by not taking things further.*

*I've also thought about whether there was any scope for a chargeback to have been raised in relation to a refund due off the back of a valid cancellation. If W was meant to refund Mr Y but didn't, then there might've been grounds for this chargeback. But the problem again is that I've simply not seen the evidence that W was meant to give Mr Y a refund and that it failed to do so. The lack of evidence here makes it very difficult to reach conclusions about what's happened.*

*Mr Y hasn't supplied the timeline I asked for, nor has he supplied the supporting evidence. I can see he showed Halifax some emails from W referring to a refund and cancellation. But these don't show the whole picture, which is why I asked for further evidence. Some of the dates he's telling us, and that he told Halifax for the return flight are conflicting. Moreover, the flight he showed us he booked as a replacement went to a completely different location. The evidence W supplied indicates Mr Y changed the date of the return flight a few times and that they were available. Mr Y hasn't explained why that's not true or offered evidence to sufficiently support his case.*

*Therefore, while I'm not saying something hasn't gone wrong, I need to consider Halifax's obligations as a provider of financial services. I'm not considering a complaint against W. Based on the evidence Halifax had from Mr Y, I've not seen enough to show that there'd have been a reasonable prospect of success via chargeback. I therefore think its answer to the claim was broadly fair. I'm therefore not minded to direct it to take any action.*

I can't see we received a response from Halifax. Mr Y responded to say he wasn't satisfied with the decision, and reiterated he bought a new travel ticket and that he didn't receive a refund or travel voucher. He said even if the flight was available, and he didn't show up W still needed to issue a new ticket or provide a voucher minus a no-show fee. He said he's been the victim of fraud. He said he had to travel via a different country to reach his destination, and he's unhappy W hasn't supported its case.

### **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'd like to thank Mr Y for his response. I am sorry to hear he's unhappy, but I've still not been supplied the evidence that would lead me to conclude Halifax handled the claim unreasonably. The timeline hasn't been made clear, and I've not received the answers or supporting evidence that we asked Mr Y for. I'd like to have been more certain something had gone wrong that Halifax could have helped Mr Y with. I understand Mr Y is pursuing W through other avenues and I hope he finds some success. But I've not seen enough to

conclude Halifax needs to take any further action.

### **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 Y to accept or reject my decision before 26 February 2024.

Simon Wingfield  
**Ombudsman**