

# Complaint about an online purchase of football tickets paid for with a credit card

Topic: **Cards** Case number: **2019/20**

The customer had purchased tickets for a Premier League football match online via an English ticket platform and paid for them with a credit card issued by the bank. On site, he had not been allocated the seats he had booked. He demanded 75% of the purchase price back from the bank after his complaint to the ticket platform had been unsuccessful. The bank initiated a so-called chargeback procedure, which also resulted in a negative outcome for the customer, and refused to pay compensation. The customer then had an intensive correspondence with the bank, in which he made serious accusations, and finally submitted the case to the Ombudsman. After reviewing the documents submitted to him by the client, the Ombudsman concluded that there was no misconduct on the part of the Bank in the present case. He therefore issued a final notice to the client without contacting the Bank in advance.

It was all too clear from the client's documents that he was severely disappointed and angry and felt that he had been treated very unfairly. The Ombudsman was able to understand this, but after reviewing the documents he was faced with the demanding task of making the customer understand that it was not possible to settle his claim at the level of the credit card transaction with the bank.

The customer had used his credit card to purchase football tickets, which were relatively close to the pitch on the broad side of the football field, and had paid a lot of money for them. On the spot he had to accept seats which were located on the long side of the pitch high up in the rows of seats and was very disappointed. He also found the ticket allocation process chaotic. He tried to get a refund directly from the ticket platform after the game. He was denied this on the grounds that the Ticket Platform reserved the right in its General Terms and Conditions to "upgrade" the purchasers and allocate them better seats than they had booked. The General Terms and Conditions also set out a precise hierarchy of sectors in football stadiums, i.e. it was specified according to objective criteria what was considered an "upgrade". The seats allocated to the customer were considered to be better than the seats he had booked, although he himself obviously felt this was completely different. He saw the ticketing platform as a fraud and accused the bank of being an accessory.

The documents showed that the bank had initiated a so-called chargeback procedure. This procedure is available within the credit card organisations in order to correct incorrect credit card debits for customers quickly and without major expense, e.g. if they claim that a service paid for with the card was not provided or was only provided inadequately. Within the framework of the chargeback procedure, the service provider has the opportunity to credibly demonstrate that he has provided the service in accordance with the contract. This has been done in the present case. In its statement to the credit card organisation, the ticket platform stated, as it already did directly to the customer, that it was entitled to the mentioned "upgrade" on the basis of its General Terms and Conditions. The credit card organisation has therefore refused a chargeback. The bank which issued the credit card was bound by this decision and had to ask the customer to take legal action directly with the Ticket Platform if necessary if he wanted to pursue his claims further.

Under the card terms and conditions, customers are generally not entitled to have a credit card issuer initiate such a chargeback procedure on their behalf. In principle, they must allow charges for credit card transactions that they have made to be credited and must deal directly with the provider in the event of problems in the basic relationship, i.e. in connection with the purchased goods or services. Nevertheless, the Ombudsman expects a credit card issuer to initiate a chargeback procedure if a customer credibly complains about a transaction for which such a chargeback procedure is available. The bank had fulfilled these expectations in the present case. The reason for the credit card organisation's negative decision in the chargeback procedure was also understandable to the Ombudsman. It was undisputed that the customer was able to attend the football match. The provider was able to rely on a contractual arrangement for the change of tickets. The question of whether this arrangement was appropriate could not be decided in the so-called payment relationship by the credit card issuer as payment agent. It had and was allowed to refer the customer directly to the ticket platform for this purpose. Since the latter had already refused to pay him compensation, the only option left to him was to assert his claim in court.

The Ombudsman did not see any misconduct on the part of the bank and explained to the customer in a concluding notice that a mediation procedure could not be initiated against this background.