

## **The complaint**

Mr P has complained that Monzo Bank Ltd didn't deal fairly with his chargeback request, and provided him with poor customer service.

## **What happened**

Mr P booked a return flight with a third party, that I will call T. However, he cancelled it, as his trip was no longer going ahead. He asked T for a refund, but after not hearing back for 14 days, he raised a chargeback request with his bank, Monzo.

However, Mr P has explained that Monzo repeatedly said it couldn't proceed, because Mr P hadn't sent proof that T had agreed to refund him. It was asking for this, because on the dispute form he'd completed, Mr P had ticked the box regarding not receiving an agreed refund. He's said he did this because there wasn't an option to select 'the merchant has not responded to you within 14 days'. Although he explained this to Monzo, it still didn't proceed with the chargeback request. It requested evidence that T had agreed to a refund/evidence that Mr P was entitled to one (in the form of T's terms and conditions).

One of our investigators looked into what had happened, but didn't recommend that the complaint should be upheld. She thought Monzo had been entitled to ask for more information, to maximise the likelihood of the chargeback being successful.

As Mr P disagreed, his complaint's 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.

Having done so, I agree with our investigator. I'll explain why.

It does appear that there was some confusion surrounding why Mr P was raising a chargeback request – which led to a request for evidence that T had agreed to a refund. And I can see that Mr P understandably found this frustrating. Monzo has apologised for this, which I think is reasonable. However, I can also see that Monzo requested that Mr P provide T's terms and conditions. These would have shown whether a refund was due in the event of a cancellation. But I have no evidence that Mr P provided these.

I think it's reasonable, in these circumstances, for Monzo not to have proceeded with the chargeback request, until it had further information. This is because there would have been very little chance of the request succeeding, without supporting information.

I understand that Mr P has now received a refund, after taking court action against T. I appreciate this would have been frustrating for him. But I do not consider that Monzo is responsible for this, because, as explained, I'm satisfied it acted reasonably.

**My final decision**

It's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 January 2023.

Elspeth Wood  
**Ombudsman**