

## **The complaint**

Mr C is unhappy because J P Morgan Europe Limited trading as Chase (“Chase”) declined his chargeback claim.

## **What happened**

Mr C purchased tickets online for a theme park and paid £376 using his Chase debit card.

On arriving at the park Mr C found that most of the rides were closed. Mr C asked the theme park for a refund, but it refused.

Mr C raised a chargeback claim with Chase for “goods/services not received”.

Chase reviewed the case and the evidence supplied by Mr C and said there were no chargeback rights for the transaction, because what Mr C had purchased was entry into the theme park and this had been fulfilled by the merchant.

Mr C was unhappy with the outcome and raised a complaint. Chase didn’t uphold the complaint. It said the initial decision was correct and there were no chargeback rights for the transaction. It said it had investigated the possibility of using the “goods/services not received” reason but had concluded that it wasn’t possible to quantify how much was owed to Mr C for some of the attractions being closed.

Mr C remained unhappy and complained to this service.

During the investigation by this service, Chase told this service that although it felt that the dispute was handled correctly and that it would not be looking to refund Mr C or dispute the transaction further as there were no chargeback rights, it acknowledged that there had been a delay in it contacting Mr C for evidence to support his claim and said it would like to offer £40 as an apology for the poor service.

Our investigator said they were satisfied that Chase was correct when it determined that there were no chargeback rights. The investigator said that they would expect Chase to respond to a disputed transaction claim within a reasonable timeframe and because this hadn’t happened on this occasion, they thought the offer of £40 for poor service was fair.

Mr C didn’t agree so I’ve been asked to review the complaint.

## **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.

When dealing with chargebacks, banks and providers of credit need to do so within the remit of the rules set by the relevant card scheme.

Chargebacks are a voluntary scheme. How it works is that the card issuer checks the complaint against the possible chargeback reasons to see whether there are chargeback

rights and 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 claims and they will only do so if they think the 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.

I've looked at the available information to decide whether Chase acted reasonably when it declined the chargeback.

I can see that Mr C purchased an online admission ticket to the theme park. The ticket gave Mr C entry to the theme park, including the rides.

Chase said that the merchant fulfilled the terms and conditions of the contract because it provided Mr C with admission to the park, which is what he purchased. It said it couldn't raise a chargeback because Mr C hadn't paid for a specific ride.

Mr C said that the admission ticket didn't conform to its description as giving access to all rides, and therefore he didn't receive the goods/services he'd contracted for.

I understand the point that Mr C makes. However, although the cost of the admission ticket provides admission to the park, which includes the rides, there's nothing which states that access to specific rides will be given, or that all rides will be open. In other words, the ticket was for entry, not for specific rides. Mr C was admitted entry to the park, so I'm unable to say that there was a breach of contract.

Further, in the merchants' terms and conditions it clearly states that the merchant has a discretion to vary the opening and closing dates of the theme park and to close, remove or cancel all or any part of the rides. So again, I'm unable to say that there has been a breach of contract simply because some of the rides were closed.

I understand from what Mr C has said that many of the rides were closed on the day he visited, and I appreciate that this would've been disappointing for him. However, I don't think Chase has acted unreasonably in declining the chargeback, because the goods/services purchased by Mr C was for admission to the park, and admission was given.

If Mr C had made payment for a specific ride and that ride was closed on the day, then the outcome might be different. Chase looked at whether the admission ticket could be construed to be for specific rides but decided that it couldn't. I think that was the correct decision.

I can see that when Mr C first raised his chargeback claim there was a delay of around two weeks before Chase responded and asked for evidence to support the claim. I'd expect a response within a reasonable time and in this case, I think two weeks was too long. Chase has recognised this and (after this service became involved) offered £40 compensation for the poor service.

### **Putting things right**

I've explained why I don't think Chase acted unreasonably when it declined the chargeback. But I think Chase should've responded sooner than it did when Mr C first raised his claim and therefore, I think it's right that some compensation for poor service is paid. I'm satisfied that the sum of £40 is fair and reasonable.

**My final decision**

My final decision is that I don't uphold the complaint about the outcome of the chargeback claim but I uphold the aspect of the complaint relating to service. J P Morgan Europe Limited trading as Chase must pay compensation of £40 to Mr C.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 March 2024.

Emma Davy  
**Ombudsman**