

The complaint

Miss N has complained that J.P. Morgan Europe Limited, trading as Chase, didn't secure her a refund in respect of money she paid for an 'all-inclusive food' option while staying at a hotel.

What happened

Miss N paid £596.47 to a third party, using her Chase debit card. This was for a hotel, and £198 of this sum was for an all-inclusive food option.

She contacted Chase, to say she wanted a refund for the food. This was because she said the option was mis-sold, as she was told the a la carte menu wasn't available, when in fact it was. She also said the quality of the food was poor, as it was lacking in suitable taste and variety.

Chase looked at whether it should raise a chargeback with the merchant. However, it decided there wasn't any entitlement to raise one, in these circumstances. Our investigator agreed with this, as he felt that taste is subjective, and that Chase had no evidence that the food wasn't as described, given no description of it had been given.

Further, although Miss N felt she'd been scammed, it was the case that she'd authorised the payment.

As Miss N disagreed, her complaint's 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.

Having done so, I don't think Chase has behaved unfairly. A chargeback isn't a consumer right. Rather, it's a voluntary scheme. However, I'd have expected Chase to have pursued a chargeback if there was a reasonable prospect of success. In this case, it didn't think there was a basis for one, and I agree. There's no evidence that the food wasn't as described (and indeed, there's no description I'm aware of, other than it was all-inclusive).

And, although Miss N feels she was conned into going for the all-inclusive option, it's clear she authorised the transaction.

Although I have sympathy for Miss N's situation, I don't feel there's anything more Chase could reasonably have done.

I'm aware that Miss N has explained her sister did receive a refund regarding the food. But I can only look at Miss N's specific case.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 19 February 2025.

Elspeth Wood
Ombudsman