

The complaint

Mr B complains about how J.P. Morgan Europe Limited, trading as Chase, handled his chargeback request.

What happened

In November 2023, Mr B was due to fly to the Dominican Republic. He'd paid for his flight by debit card, the cost was £329.47. Unfortunately, though, the airline Mr B was flying with – which I'll refer to as "C" – changed its itinerary on the day of travel. This meant Mr B's flight departure time was amended by several hours, and that it arrived at a different airport; albeit within the same city.

Mr B was unhappy, and he considered it the case that he'd not received the service he'd paid for. He complained directly to the airline on more than one occasion, but it seems his complaints were generally ignored by C. So, in December 2023, Mr B approached Chase for help in raising a chargeback.

Chase asked Mr B to provide some information in support of his claim; Mr B, though, thought he'd provided all necessary information – and he was generally unhappy with how Chase was handling the dispute. So, he raised a complaint.

In response, Chase wrote to Mr B on 5 February 2024. It said, in summary, that it hadn't acted unreasonably in asking Mr B to provide further information. So, it didn't uphold his complaint. Chase also pointed out that the chargeback itself was still under consideration. A few days later, on 9 February, Chase contacted Mr B about the outcome of his chargeback request; it didn't agree to reclaim the money Mr B had paid to C. That's largely because Chase didn't consider the chargeback to have a reasonable prospect of success given Mr B – although unhappy with the service provided by C – had still made use of the flight and, ultimately, received what he'd paid for.

Mr B brought his complaint to our Service for an independent review. An Investigator here considered what had happened; he didn't think Chase needed to do anything more. In summary, the Investigator didn't consider Chase to have acted unreasonably in asking Mr B some questions and to provide further information; he also felt that a chargeback would have little chance of succeeding. That's because Mr B had used the flight he'd paid for, and C's terms and conditions permitted it to change flight itinerary. So, overall, the Investigator considered Chase to have reviewed and handled Mr B's chargeback claim appropriately, and that it had made a reasonable decision not to proceed.

Mr B remained unhappy, and he asked for an Ombudsman's decision. So, the complaint has 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 can see that Mr B feels very strongly about what happened. As such, I think it's important to explain that while I have read and considered all that he's provided, I haven't commented on each and every statement Mr B's made. Instead, I've focussed on what I deem to be the crux of the matter. That's because our role is to be an informal service; I don't intend any discourtesy in my approach, it's simply to align with that purpose. I'd also like to pass on my thanks to Mr B for his continued patience.

To begin, and for completeness, I'll explain that the chargeback process provides a way for the card issuer – in this case, that's Chase – to help a customer claim a full or partial refund of the amount they paid on their card, if certain things go wrong with what they've purchased.

The process is mediated by the card scheme whose logo appears on the card in question. For Mr B here, it appears that's Mastercard. The card schemes set various rules covering things such as what sort of scenarios are eligible for a chargeback, the kind of evidence required, and how long a person has to submit one.

It's considered good practice for a card issuer to attempt a chargeback where the right exists and there's some prospect of success. That said, the unique circumstances of a dispute means it won't always be appropriate for the bank to raise a chargeback. The rules set by the relevant card scheme, which I referred to above, specify certain grounds and conditions, and if these aren't met then a chargeback is unlikely to succeed.

Additionally, a chargeback can be defended by the party that received payment – generally known as the 'merchant'. Ultimately, the card scheme itself can be asked to rule on the dispute – in a process called arbitration – should neither the consumer nor the merchant concede.

Here, Mr B presented Chase with a scenario in which a chargeback can generally be attempted. I think there are two chargeback reason codes which could apply; "service not provided" and "service not as described". Overall, though, having considered the circumstances of Mr B's dispute, alongside Mastercard's rules and guidance, I think it's unlikely a chargeback would've been successful under either.

That's because, while Mr B was understandably unhappy at changes to the flight itinerary, particularly at such short notice, the flight was still available and, ultimately, he made use of it. So, although there was a change in schedule, the service was still provided to Mr B. Looking at the description of the service C says it'll provide, as part of my review, I've checked C's terms and conditions which set out that it can change "stopping places" at its sole discretion – and that C isn't responsible for not operating a flight according to the itinerary, or the revision of routes. C can also refuse refunds if an alternative offer of travel is accepted.

Of course, there could be some debate over whether these terms and conditions of C's are "fair" – but this decision isn't the appropriate route to examine that. Instead, I find it most likely the case that C – given its terms, the fact that the flight went ahead, and with Mr B still making use of the flight despite its new itinerary – would've been able to effectively defend a chargeback.

It follows that I'm not persuaded a chargeback raised here would've had much chance of succeeding – under either reason code – and, as such, it's not fair for me to conclude that

Chase caused Mr B to lose out by not pursuing one.

More broadly, in terms of administration, I don't think it was unnecessary of Chase to request further information from Mr B. I accept he may well have been frustrated at being asked some questions that he felt he'd already provided an answer to, but from what I've seen, the information Chase requested was to further clarify its understanding of exactly what happened. I should note here that I consider what Mr B initially supplied to be enough, in terms of the chargeback rules, for Chase to begin investigating. But Chase is able to ask for supporting evidence, like an invoice or receipt, for example, and there's nothing inherently unreasonable in it doing that. So, overall, I don't consider it to have caused any needless inconvenience here.

To sum up then, for the reasons I've explained, I can't fairly conclude that it was unreasonable of Chase not to proceed with a chargeback in the circumstances. I also find no particular error in how Chase handled the administrative aspects of Mr B's chargeback request.

I know that will disappoint Mr B; I certainly don't mean to downplay the impact this experience had on him – and I'm truly sorry to read of how he was affected. But, in closing, I don't require Chase to take any further action, and I don't uphold Mr B's complaint.

My final decision

My final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 April 2025.

Simon Louth
Ombudsman