

The complaint

Mr H complains that Monzo Bank Ltd failed to handle his request for a chargeback properly and was racist.

What happened

Mr H took a flight from the UK and when he arrived for his return flight the airline told him he could not fly back with it. He was given a Notification of Refusal of Carriage which stated:

“Due to your conduct and behaviour on your outbound flight, it has been decided by the Aviation Security Department of [the airline] that you will be refused carriage on all [airline] operated flights back to the UK.

Our holiday participation clause in Our Agreement clearly states the following:

‘We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other holidaymakers or is threatening or abusive towards our staff or agents in the UK or resort, on the telephone, in writing or in person. In such circumstances neither refund nor compensation will be paid to you.’

It has therefore been decided, that in line with the above statement, we will refuse you carriage to return to the UK on any [airline] flight.”

Mr H had purchased the ticket using his Monzo account and so he contacted the bank seeking assistance in returning home. He asked that the bank ‘chargeback this right away’. It was passed to a specialist team and it asked that Mr H make a formal claim online and provide all the relevant evidence. Mr H provided this and Monzo’s team considered his request. It decided that there was no basis for a chargeback and notified Mr H the day after he raised his request.

It also satisfied itself that he had sufficient funds in his account to purchase a return ticket with another airline and provided details of the local consular office.

Mr H complained and said that the airline had alleged he had been rude to a customer service agent online and had accused the pilot on the outbound flight of being drunk. He said he had done nothing wrong and the airline had broken both its terms and conditions and the law. Monzo did not uphold his complaint and so he brought the matter to this service. His complaint was considered by one of our investigators who did not recommend it be upheld.

Mr H didn’t agree and noted that our investigator had referred to him being denied boarding rather than being refused carriage. She agreed that he had been refused carriage, but this made no difference to her view.

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.

I appreciate the strength of feeling Mr H has shown in pursuit of his complaint, but I do not consider I can uphold it. I will explain why.

I am sorry to hear about Mr H's issue with the airline. However, it is worth noting here that Monzo is not the supplier of the service. So, when looking at what is fair I consider its role as a provider of financial services – and what it could have done to help him with the information that was reasonably available to it at the time.

I take account of law and regulations, regulators' rules, guidance and standards, and codes of practice and good industry practice, when I make my decision as to what is fair and reasonable.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

The route Mr H asked Monzo to take was to make a chargeback. As our investigator noted, chargebacks are subject to the rules set out by the relevant card scheme whose logo appears on the card (in this case, MasterCard). The card schemes are not within the jurisdiction of the Financial Ombudsman Service and we are unable to require them to run their chargeback schemes in a particular way. However, we can consider whether a card issuer has applied the rules correctly and conducted the chargeback process in a competent manner.

I am satisfied Monzo treated Mr H's request with the urgency it merited. He was stuck in an overseas country and needed to return home. It asked him for all the relevant information and made a decision without delay that there were no reasonable grounds for a successful chargeback.

I believe the most appropriate code which would apply to Mr H's situation is: 'Goods or services not provided'. However, the agreement he entered into when purchasing the ticket set out the terms and conditions and the relevant part of these are quoted above. The airline was entitled to refuse him carriage based on its application of those terms and conditions. It decided it was not willing to fly him home and notified him accordingly.

I cannot comment on why it took that decision as I do not have full details of the events that led up to it, but my role is to consider the actions of Monzo and not the airline. The airline clearly felt strongly that it did not want to fly Mr H home and under its terms and conditions it was entitled to do so. I gather the airline does not have a formal appeals process and so I understand its decision would be regarded as final.

Given the information available to Monzo I consider it took a fair and reasonable decision that pursuing the chargeback would not give Mr H the outcome he was seeking. I believe it was a reasonable conclusion to have reached that the airline would have pushed back on any chargeback and I can see no basis for any appeal to be made.

On the matter of the alleged racism I have seen no evidence of this. Rather I have seen efforts made by Monzo to assist Mr H by checking he had funds to get home and offering him the contact details of the local consular service.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 May 2025.

Ivor Graham
Ombudsman