

## **The complaint**

Mr J complained about the way The Co-operative Bank Plc “The Co-op” dealt with a claim he made for money back in relation to a purchase he’d made using his debit card.

## **What happened**

The circumstances of the complaint are well known to both parties. So, I won’t repeat everything here. But, in summary, Mr J booked a package holiday with a travel agent I’ll call M. He paid two transactions in July 2024 to M, one for around £800 and another for around £125 using his debit card with The Co-op.

Mr J said that he travelled on the holiday around November 2024 but was denied boarding on his return flight and disputes the reasons given for this. He said he was unfairly prevented from flying home, which caused him significant inconvenience and impacted his health. He said he had to spend two days and two nights in the airport before he could arrange a flight back and had paid additional costs for a replacement flight and transport home. He also said he had trouble making payments using his debit card, when he tried to pay for his replacement flight.

He said he called M but was ignored. He then called The Co-op in early December 2024 to raise a dispute. Mr J returned a dispute form, but The Co-op said it needed more information. Mr J said he sent the information requested in the pre-paid envelope he was sent by The Co-op and said this must have been received as he said the information was sent back to him at his address a few months later. The Co-op said that it wrote to Mr J for more information, but it didn’t receive anything back.

Mr J complained that he didn’t get his money back. The Co-op responded to Mr J’s complaint and said that it didn’t receive further information, and it was now out of time to raise a chargeback under the scheme rules. It said that it couldn’t see any fraud declines on the debit card and as Mr J didn’t call it at the time, it was unable to give exact reasons why Mr J may not have been able to use his debit card to pay for his replacement flight back. It also explained the complaints process and offered to add any medical conditions on his account and said it would look to make adjustments if needed and if possible.

Unhappy with The Co-op’s response Mr J referred his complaint to the Financial Ombudsman. Our investigator considered the complaint but didn’t uphold it. She thought as The Co-op didn’t receive the information it needed to raise a chargeback for Mr J, it wasn’t unfair that it closed the claim because the time limits had expired.

Mr J disagreed as he wanted The Co-op to accept his testimony and accept that he sent the information it asked for.

As the matter remains unresolved, the case has been passed to me for a decision.

## **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.

Firstly, Mr J has mentioned his health conditions in calls to our service and to The Co-op, I'm sorry to hear of this and the struggles he has mentioned.

I understand Mr J is very unhappy with the way he was treated at the airport he was flying back from, and he wants justice for what he had to experience. He is also unhappy with the costs he incurred because he was unable to take the flight he paid for as part of his package holiday. I appreciate Mr J was very frustrated and from listening to the calls he had with this service and The Co-op, it's clear Mr J feels strongly about this matter. I mean no discourtesy where I haven't commented on each individual point he has raised but I've focused on what I consider are the key elements of the complaint. Our powers allow me to do this.

My role at the Financial Ombudsman is to consider complaints about financial services providers. I'm not considering a complaint about M, the airport or the airline that Mr J had his original return flight booked with. Rather I am looking at The Co-op as the financial services provider and considering if The Co-op has acted fairly and reasonably in the way it handled Mr J's request for his money back.

### *Chargeback*

Chargeback is based on the relevant card scheme rules. In this case it's the Visa scheme rules. A card issuer (The Co-op) can attempt a chargeback on behalf of a cardholder (Mr J) where they dispute a transaction with a merchant (M), if it meets the criteria of the rules. A chargeback is not guaranteed to succeed, and a card issuer does not have to raise one.

However, it would be considered good practice to pursue a chargeback where there is a reasonable prospect of success. Although not all circumstances where something has gone wrong with the merchant, will mean the claim is successful. The Co-op didn't progress the chargeback claim because it said it didn't receive enough information to raise a claim which had a reasonable prospect of success and the time limits then expired for it to do so. From the information available, and based on the circumstances, I think The Co-op acted fairly. I'll explain why.

Mr J authorised and made his payments to M for his package holiday using his debit card with The Co-op, so the only recourse for The Co-op to try and get any money back for his original return flight was through the chargeback process. The additional protections available under Section 75 of the Consumer Credit Act 1974 do not apply here because they don't cover debit card payments. I have to be clear that the chargeback process isn't appropriate to claim for any additional costs such as the replacement flight, transport or food costs that Mr J may have paid for as a result of being denied boarding for his original return flight as a consequential loss – there isn't a chargeback condition for this. So, I've thought about if The Co-op acted reasonably in trying to help Mr J get his money back for his original return flight as part of his package holiday.

Based on the rules The Co-op may have been able to consider raising a chargeback under the chargeback condition "Merchandise/Services Not Received". But to do so The Co-op said it needed Mr J to provide information about the original booking and evidence that Mr J tried to resolve the issue with M. I don't think The Co-op could have raised a chargeback under any other rule such as "Cancelled Merchandise/Services" as the flight departed and Mr J's dispute was that he was unfairly denied boarding.

I can see that The Co-op sent letters to Mr J asking for additional information and explained in the calls it had with him the information he needed to provide, such as the original booking details and evidence that the airline denied boarding to Mr J. I think it's reasonable that The

Co-op asked for this information as it would need to see if it could raise a chargeback for the unused portion of the package holiday – the cost of the original return flight Mr J paid for as part of his holiday. It would also have needed to see that M or the airline was unwilling to provide the flight, which meant Mr J was unfairly denied boarding and that Mr J tried to resolve the matter with M.

It's not clear from the information Mr J has provided to The Co-op or to this service who refused to allow him to fly on the return flight, it's unclear whether this was the airport staff or the airline staff. I understand Mr J said to The Co-op that evidence of this didn't exist. I understand that it would be difficult to evidence as Mr J said he was told verbally he couldn't fly. But I think it would be difficult for The Co-op to process a chargeback based solely on Mr J's testimony as the chargeback condition also requires evidence.

Mr J said that he sent information to The Co-op, and it must have received it as it was returned to him. The Co-op has said that it didn't receive any further information after Mr J sent the completed dispute form. Our service asked for the information Mr J said he sent but we've not received copies of these, so I can't see what information Mr J said he sent. I don't know what happened after Mr J said that he sent the information or why Mr J may have received the information he said he sent back. I appreciate Mr J feels strongly about this, I've considered whether or not the information Mr J said he sent would have been sufficient to raise a valid chargeback.

From listening to one of the calls Mr J had with The Co-op he mentioned he sent the original booking details from M, provided the dates for outbound and inbound flights and also sent the information for his replacement flights. However, he didn't mention the amount of the original flight costs or that he sent evidence of the reasons why he was denied boarding.

So I think even if The Co-op had received the information (I'm not saying it did as there's insufficient evidence) I'm not persuaded the information Mr J said he sent would have been enough to raise a valid chargeback. From what Mr J has said, it's not clear what the cost of the original flight cost was, I don't think it's unreasonable that The Co-op needed this information to determine what partial refund could be disputed before it raised a claim. Also, I don't think the inclusion of the replacement flight ticket evidences the reason why Mr J was unable to take the flight or that he tried to resolve the issue with M.

I've also considered that Mr J was unable to provide evidence that he was denied boarding, or evidence the reasons why he wasn't allowed to fly and that he was denied boarding unfairly. I think even if Mr J was able to provide this information, I'm not persuaded that it would meet the chargeback rules as the flight went ahead and from looking at the airline and M's terms and conditions online it seems that neither take liability for denied boarding. So, I think even if The Co-op raised a chargeback, it's not clear the dispute would have succeeded.

Although I appreciate Mr J said he sent all the information he could, I'm not persuaded that the information he sent was sufficient to raise a valid chargeback claim which had reasonable prospect of success. Based on the information Mr J said he sent and told The Co-op, I think there were evidential challenges and The Co-op would have had limited information to raise a successful chargeback, and then the time limits expired for it to do so.

Mr J said that he was unhappy with the treatment he received at the airport. However, as I mentioned above, I can only look at The Co-op's actions. I understand that Mr J is unhappy with M as the holiday provider and he has been ignored by it. I can't hold The Co-op responsible for any failing Mr J thinks M has done. Mr J may want to take legal advice about what actions he can take to pursue M, the airline or the airport separately. Based on the evidence available I don't think The Co-op had sufficient evidence that Mr J was unfairly

denied boarding or that he should have got a refund. So, I won't be directing The Co-op to take any further action.

### *Claim handling*

From listening to the calls between Mr J and The Co-op I have noted that Mr J was asked to send the information by email a number of times. He explained that he doesn't use email and doesn't want to use this method of communication. It's disappointing that The Co-op didn't make a note of this as Mr J said on several occasions that he doesn't use email. However, I think The Co-op offered Mr J an alternative way of sending the information – by post and communicated with Mr J over the telephone, so I don't think there was a significant detriment caused as a result.

Mr J also complained that he was unable to use his debit card when he wanted to pay for his replacement flight. The Co-op said that it was unable to explain the reasons for this and didn't have any evidence that transactions were declined due to fraud concerns. It said that as Mr J didn't contact it at the time it wasn't able to investigate this further. I don't find this unreasonable and without sufficient evidence to show that The Co-op declined Mr J's debit card I won't be asking The Co-op to do anything more on this point.

I'm sorry to disappoint Mr J but having considered the way that The Co-op handled Mr J's chargeback request and the service it provided him, I don't find that I have grounds to direct The Co-op to refund him the cost of his original return flight or pay him any compensation.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 November 2025.

Amina Rashid  
**Ombudsman**