

The complaint

Mr S complains that Monzo Bank Ltd failed to reclaim a payment he made on his debit card.

What happened

In April 2025, Mr S used his Monzo debit card to pay for some flights; he bought them from an online merchant, who I'll refer to as "B", at a cost of around £600. Mr S took the flight but, upon arrival at a scheduled stopover, he found that he was required to pay for immigration visas – relative to the country he'd stopped in – because of the type of tickets he'd bought. Mr S did, begrudgingly, pay the visa cost of around £240.

Mr S complained to B, via its parent company, and said he was unhappy with how the tickets had been advertised. In short, Mr S didn't think the particulars had been clearly presented; he felt this amounted to mis-selling, and he blamed the airline for misleading online travel agents and indeed customers. B, though, didn't respond.

Consequently, Mr S approached Monzo for help in raising a chargeback. Monzo considered what had happened; it asked Mr S some questions, and it asked that he provide evidence to support his position – which, ultimately, he did. Monzo, though, concluded that it wouldn't proceed with a chargeback on this occasion. That's because it didn't think a chargeback had a reasonable prospect of success. In summary, Monzo said Mr S had taken the flight; so, he'd received what he'd paid for and, as the services he'd bought had been used, no chargeback rights existed.

Mr S complained, but Monzo maintained that it had assessed his dispute correctly. So, he brought his complaint to this Service for an independent review. An Investigator here considered what had happened; he didn't think Monzo needed to do anything more. He said, in the circumstances, that Monzo had made a reasonable decision not to proceed with Mr S' chargeback. Mr S asked for an Ombudsman's decision. He thought what had happened amounted to fraud, and that he should be able to recover the cost of the visas he'd had to buy.

As no agreement has been reached, Mr S' complaint has now 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.

Preamble

Before I move to address the merits of Mr S' complaint, I'll say that I know how strongly he feels about this matter; I've seen that he's provided a significant level of testimony and

supporting documentation. So, I want to be clear that I have read and considered all that Mr S has said and provided. I haven't, though, commented on each and every statement he'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.

Moreover, and to reassure Mr S, I'll say that I have taken relevant rules, guidance, good industry practice and law into account here. But I'll also emphasise a crucial point around chargebacks: they are decided upon the rules of the card scheme (Mastercard, in Mr S' case) – *not* on national laws which might, for example, take into account the fairness of contractual terms; or claims of false advertising, misrepresentation and so on. That's particularly important to stress, I think, given Mr S' view of the matter – I've seen he's made several references to fraud under civil law, and has been very clear about his objections to how the airline and/or B advertised the tickets he bought.

Mr S' chargeback

For completeness, I'll explain that the chargeback process provides a way for the card issuer – in this case that's Mr S' bank, Monzo – 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 S, this is Mastercard. 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 is, generally speaking, good practice for a card issuer to attempt a chargeback where the right exists and there's a reasonable prospect of success. That said, they're not guaranteed to be successful, and a consumer isn't able to demand that their card issuer attempt one. A chargeback can be defended too; the party which received the payment – generally known as the 'merchant', which would be B here – can resist a chargeback attempt. If no party concedes then, ultimately, the card scheme itself can be asked to rule on the dispute in a process called arbitration.

Monzo decided not to pursue a chargeback at all here, so there was no defence from B or arbitration from the card scheme itself. I've thought about whether that was a fair decision by Monzo in the circumstances and, while Mr S will no doubt find this disappointing, I think it was. I say that for largely the same reasons as our Investigator; simply put, I'm not persuaded that any chargeback raised here would've had much prospect of success.

To explain, first and foremost, I'm not entirely satisfied there's an applicable chargeback reason code for Mr S' dispute. From what I've read, his main concerns are about how the particular airline he travelled with sells tickets and how that led to a consequential loss for him; as well as the information available on merchant websites, like B's, which he considers misleading. My view is that such concerns wouldn't fit within the narrow confines of the chargeback scheme. But even putting that hurdle aside, I think it very unlikely that a successful outcome would've been achieved at all here, even if one had been pursued under

a loosely applicable reason code.

Mr S has mentioned how he doesn't think the service he paid for was provided to him. And I'd probably say that either "*service not provided*", or "*service not as described*", are indeed the closest, in my view, applicable chargeback reason codes for his scenario here. As I've referenced above, though, the limitations of the chargeback scheme are somewhat restrictive. I'll also refer back to the point about how chargebacks are decided upon the rules of the card scheme and not on national laws. Mr S' points around mis-advertising, mis-selling, and potential fraud are all noted; but it's key to remember that my focus is on Monzo's actions, and whether they were fair and reasonable in relation to Mastercard's chargeback scheme over which it has no control.

Through that lens, while I won't know for certain what view Mastercard would have held, I'm not persuaded it was unreasonable of Monzo not to pursue a chargeback; fundamentally, that's because the flight Mr S paid for was available and he made use of it. Moreover, and perhaps more pertinent, is to note how the chargeback scheme wouldn't cover any consequential losses – like the cost of the visas Mr S had to pay – which is a key component of Mr S' dispute here.

I should also add, just for completeness, that while Mr S' card is issued by Mastercard – which doesn't have a specific provision for this – the other major card scheme (Visa) will only consider a chargeback for goods and services not being as described, or being defective, for the portion of the cancelled service. I think it likely that Mastercard, even in the absence of such an explicit rule in its own chargeback scheme, and assuming it thought that chargeback reason code to be applicable, would look at things the same way.

Essentially then, Mr S didn't cancel and he used the flight he'd paid for; while there's valid reasons for that, I consider those facts to be grounds for why it's unlikely Mastercard would've found in his favour, had a chargeback had been raised under either loosely applicable reason code. Having said all of that, I make no comment on whether Mr S would be successful in pursuing B – or indeed the airline – via other means. That's something he can research and pursue if he chooses.

Aside from the chargeback itself, I know Mr S wasn't happy with Monzo's service either; in particular, he's referenced the wording used in its final response letter. I can see his perspective here, but I don't think there's been any deliberate attempt to mislead or be untruthful on Monzo's part. It could, certainly, have worded things better – not giving the impression it had spoken to Mastercard, when it hadn't; overall, though, I don't think Monzo's poor choice of words caused any detriment or loss.

In closing, I know that what I've set out here will greatly disappoint Mr S; I certainly don't mean to downplay the impact this experience has clearly had on him. For the reasons I've explained, though, I can't fairly conclude that Monzo acted unreasonably in the circumstances when it decided not to pursue a chargeback. It follows that I don't require Monzo to take any further action, and I don't uphold Mr S' complaint.

My final decision

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

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

Simon Louth
Ombudsman