

The complaint

Mr B complains that J.P. Morgan Europe Limited trading as Chase has treated him unfairly regarding a transaction on his debit card for a hotel.

What happened

In May 2025, Mr B paid £1,424.57 to a booking platform, who I'll call P, using his Chase debit card. The payment was made towards booking a 6-night stay at a hotel. Mr B says he booked one room for 2 adults and 3 children, however on his arrival he found the room was only suitable for 4 people rather than 5.

Mr B raised his concerns to P who confirmed his cancellation request was not approved as the booking was active and non-refundable. Mr B continued his stay at the hotel and raised his concerns to Chase.

Chase reviewed whether a chargeback dispute could be raised for Mr B. It concluded that as Mr B had stayed at the hotel, despite it not being as described, it held no chargeback rights. So, Chase decided not to pursue a dispute. Mr B raised a complaint about this, asking for the specific rules which mean his dispute should not be raised, but Chase maintained it had not treated Mr B unfairly.

Mr B then brought his complaint to our service. Our investigator said she had reviewed the chargeback criteria and didn't find the dispute had reasonable prospects of success. As such, she didn't find Chase had done anything wrong by declining to pursue the dispute. Mr B disagreed and our investigator further added that there was not enough evidence to support a successful dispute.

Mr B asked for an ombudsman to issue a final decision on his complaint. His main concern was that he did not understand which chargeback rules his claim fails to meet, and therefore why it was not pursued further. So, the 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.

I would like to start by saying that I have provided a brief summary of the events that occurred above. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

Chargeback is a voluntary scheme under which settlement disputes are resolved between card issuers and merchants, under the relevant card scheme. A card issuer will review the

claim against the possible reasons for a chargeback and look at whether it would be able to make a successful claim for the customer. Card issuers do not have to submit claims and usually will only do so, if it is likely to be successful. We don't expect them to raise a claim if there is little prospect of success.

Chase has said that it could not proceed with the dispute because Mr B stayed in the hotel despite it not being as described. It didn't find there were chargeback rights because the service was provided.

I've reviewed the relevant chargeback rules – in this case, Mastercard. Having done so, I haven't found anything which states whether a chargeback can be attempted for part of the service that has been used. These rules appear to be silent on this matter.

Based on the information provided by Mr B, the most appropriate chargeback reason to consider was *"goods or services were either not as described or defective"*. As far as I can see, this is the reason code that Chase considered when reviewing Mr B's dispute.

In order to raise a successful chargeback under this reason code, Mr B would have needed to show that either the goods could not be used for their intended purpose, or they did not conform to their description. Mr B says the services did not conform to their description; however, I've reviewed all the evidence supplied to support the dispute and cannot agree that this has in fact, been shown.

Much of the evidence supplied confirms that at the time of booking Mr B made clear he was making a booking for 2 adults and 3 children. Mr B queried why the confirmation from P said the room accommodates 2 adults only, and P said the confirmation might show the standard occupancy for the room type. P verified that the booking had been made for 2 adults and 3 children. This suggests the hotel was likely to add in additional beds to a standard room for the 3 children on the booking. P also suggested Mr B contact the hotel directly to ensure the details of the number of people staying at the hotel was relayed.

None of the evidence supplied shows the conversation had with the hotel after check-in. Mr B told P the room only accommodates 4 people and P suggested he speak to the hotel directly about this matter.

Having looked at what happened and the evidence that is available, I find it likely that if a chargeback had been raised, P would have defended it. Without reasonable prospects of success, I would not expect Chase to proceed to raise the dispute in these circumstances. As Mr B stayed at the hotel for the duration of the booking, I find it unlikely there were reasonable prospects of success for this dispute. As such, I don't find it was unreasonable for Chase to decline to raise the dispute.

I appreciate this will be disappointing for Mr B. I would like to make clear that I am not making judgement on the strength of his claim but rather assessing whether Chase has treated him fairly when considering his dispute. Based on the information available to me, I don't find that Chase acted unfairly or unreasonable by not raising the chargeback.

My final decision

My final decision is that I do not uphold Mr B's complaint against J.P. Morgan Europe Limited trading as Chase.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 February 2026.

Vanisha Patel
Ombudsman