

The complaint

Mr E complains J.P. Morgan Europe Limited trading as Chase (“Chase”) acted unfairly by not refunding a payment he made using his debit card.

What happened

In September 2024, Mr E purchased return flights with an airline I’ll refer to as A, for a trip the following year.

In May 2025, when he arrived at the airport to fly home, Mr E says he was told his total combined hand luggage was overweight and was required to pay £204.36. Mr E paid this charge using his Chase debit card.

On his return Mr E complained to A, but as it refused to refund the excess baggage fee, he contacted Chase for help in getting his money back.

Chase explained it was unable to raise a chargeback, which is the process of asking the merchant for a refund via the card scheme provider – Mastercard in this case. It explained this was because Mr E accepted and paid the excess baggage charge. It also added that weight limits were listed as part of the terms and conditions of the original purchase and this wasn’t something it could use when raising a chargeback.

As Chase didn’t change its position after Mr E complained, he referred the matter to this Service. In summary he explained he was unhappy Chase hadn’t refunded the charge or addressed what he considered to be the core issue of his complaint. That being, the unfair and unclear introduction of A’s weight policy. As a result, he didn’t consider Chase had investigated his complaint correctly.

An Investigator here reviewed matters, and didn’t think Chase had acted unfairly in not pursuing a chargeback. They said Mr E paid for the service he received, which was a charge for excess baggage. And as he hadn’t paid for the original booking using his Chase card there was nothing further it could reasonably do.

Mr E didn’t agree, saying the weight limit policy wasn’t disclosed at the time of booking. He also considered there’d been several misrepresentations by A, which our Investigator hadn’t referenced. Overall Mr E said the service provided was not as described and the charges were unfair and undisclosed. He also referenced several rules and regulations that he said Chase hadn’t complied with.

As no agreement could be reached, 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.

In doing so, I’ve taken into account the relevant industry rules and guidance, including

Consumer Duty and what would be considered as good industry practice.

It might also be helpful to explain at the outset, chargebacks are prescriptive in the way they work – there aren't the same flexibilities as other types of card protection, such as Section 75 of the Consumer Credit Act 1974. I say that because Mr E has raised several concerns about various legislations and made comment about misrepresentation and breaches of contract. However, here as he made payment using a debit card, the only avenue available to Chase to try and help him claim a refund was via a chargeback. Ultimately, the criteria for the chargeback is set by the card scheme and not by Chase and isn't necessarily designed to resolve contractual issues, such as those Mr E is claiming.

Chargeback allows for a request of a refund to be made of money paid with a plastic card in certain scenarios. I'm looking here at the actions of Chase and whether it acted fairly and reasonably in the way it handled Mr E's request for help in getting his money back. This will take into account the circumstances of the dispute and how A has acted, but there are other considerations, such as the card scheme rules, which Chase must follow and its own obligations. While I understand Mr E is particularly unhappy with the actions of A, I must make the distinction between the financial services provider and the supplier. That's because I can't look directly at the actions of A, or the airport Mr E paid the overweight baggage fee to (presumably on behalf of A), or comment on those.

Chargebacks are not guaranteed to succeed, the recipient of the funds can choose to challenge or defend a chargeback if they don't think it is valid. A consumer also cannot require their card issuer to attempt a chargeback, as it isn't a right.

Here, Chase didn't attempt a chargeback, as it says Mr E used the service he paid for – namely taking his baggage on board the airline, after paying the overweight baggage charge. As such, it didn't consider, under Mastercard's rules, the chargeback had a reasonable prospect of success.

Here Chase could only have raised a chargeback for the payment made using Mr E's Chase debit card. But as it didn't pursue a chargeback, I've thought about what would have most likely happened, had it done so. If the card issuer decides to pursue a chargeback, it must be done so under one of the reason codes, set out in the rules. As a result, there are limited and specific reasons in which it's possible to claim a refund.

Ultimately, having considered the reasons for which a chargeback can be raised under Mastercard's rules, I think it unlikely a chargeback would have been successful under any reason code. I say that because Mr E received the service he paid for. That being, he was able to take his luggage on board, by paying the overweight luggage charge. And while he disputed paying the amount and considered he had no alternative option – he still chose to pay it.

Given this, while Chase didn't attempt a chargeback, I don't consider Mr E lost out as a result. Because I don't think a chargeback would have succeeded in any case, because he paid for a service he received. As such I don't think Chase acted unfairly here.

For completeness, I have also considered what Mr E has said about pursuing a chargeback under services not as described. I've taken that to mean Mastercard's reason code: *"Goods or Services were either not as described or defective"* – but in order to raise a chargeback under this code, Mr E must evidence that the service did not conform to its description.

To evidence this, Mr E has said A's terms and conditions didn't explain the two items of hand luggage had a combined weight limit. He's also said the terms were updated following his booking, to include clarity about the weight of hand baggage. But here, the payment Mr E

made (and disputed with Chase) was for the overweight luggage charge.

In this case, he was presented with the charge and agreed to pay it, albeit unwillingly. But that doesn't mean the service he received, wasn't as described. And I haven't seen anything to suggest the overweight luggage charge was described differently by the airport at the time of payment. As such, I don't think this dispute code is relevant here.

In addition, while Mr E has made several comments about misrepresentations by A, this isn't something I can take into account here. Because as explained, Mr E made payment for the overweight luggage charge using his Chase debit card, and as such the only potential avenue for redress was through a chargeback. Which doesn't expand to take into considerations such as misrepresentation or breaches of contract. Ultimately, the limitations of chargeback mean it simply isn't designed to resolve contractual issues such as this. And as this complaint relates to the transaction with Chase, I'm not able to consider the concerns about misrepresentation Mr E may consider occurred when originally booking the flights, which was a separate transaction.

As I don't find Chase acted unfairly in not pursuing a chargeback, because I don't think there was a reasonable prospect of success, it follows that I don't find it acted unfairly in the service it provided Mr E either. This includes telling him it couldn't pursue a chargeback and not addressing his concerns about what he considered to be A's unclear introduction of its weight policy.

Overall, while I appreciate this will come as a disappointment to Mr E, for the reasons I've explained above, I think Chase acted fairly in its consideration of Mr E's request for a refund and was reasonable in declining to raise a chargeback. As such, I won't be asking Chase to take any action here.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 17 February 2026.

Victoria Cheyne
Ombudsman