

## **The complaint**

Mr I complains about the way in which Lloyds Bank PLC handled his disputed transaction claim.

## **What happened**

Mr I purchased a flight ticket from a merchant and paid using his Lloyds debit card. The cost of the ticket was £597.84. The flight was scheduled to depart on 18 August 2022.

Mr I says that he checked in online for the flight on 17 August 2022.

On 18 August 2022 Mr I travelled to the airport. When he arrived at the airlines check in desk, he presented his travel documents and vaccination certificate. The check in agent advised Mr I that his baggage exceeded the weight limit. Mr I says that he was told by the agent that he would need to get on the next flight, which was later that day.

Mr I went to the ticket office to change his ticket but the ticket agent said it wasn't possible to change the ticket because it had been purchased through a third party.

Mr I called the merchant but says his request to change his ticket was refused. Mr I asked for a refund but the merchant refused on the grounds that Mr I had been a "no show" for the original flight.

Mr I went online and purchased a ticket with a different airline at a cost of £474.45. He checked in online and was directed to another page where he obtained a health declaration certificate and subsequently boarded the flight and completed his journey.

In September 2022 Mr I raised a disputed transaction claim with Lloyds for £587.84. Lloyds applied a temporary credit to Mr I's account and began an investigation. The merchant disputed the claim. It said it hadn't received a request from Mr I to change or cancel the flight and said the flight had operated as scheduled.

Lloyds reviewed the information and decided that the refund request was invalid. It re-debited Mr I's account.

Mr I complained to Lloyds about the service he'd received. In its final response, Lloyds said it wasn't changing its decision and that it didn't agree that it had provided poor service in connection with the disputed transaction claim.

Mr I remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said they were satisfied that Lloyds had handled the disputed transaction claim fairly and reasonably.

Mr I didn't agree so I've been asked to review the complaint.

## **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.

When dealing with chargebacks, banks and providers of credit need to do so within the remit of the rules set by the relevant card scheme.

Chargeback is a voluntary scheme. How it works is that the card issuer checks the complaint against the list of possible chargeback reasons to see what sort of evidence is required. This is so it can decide whether or not it can make a successful claim for the customer. Card issuers don't have to submit claims, and they will only do so if they believe they have evidence that will support a chargeback claim so that it will be successful. This service expects card issuers to help if they can, but we don't expect them to raise a chargeback if there is little prospect of success.

I've looked at Mr I's request to raise a chargeback to see whether or not Lloyd acted reasonably when it declined the chargeback.

There's no information from the airline to confirm exactly why Mr I didn't board the flight. However, I don't think the reason for Mr I not boarding the original flight matters here. Irrespective of whether there was a problem with Mr I's baggage, or his vaccination certificate, this isn't something that the merchant who sold the flight ticket is responsible for. It's an issue between Mr I and the airline.

I've reviewed the information provided by the merchant. Based on what I've seen, I'm satisfied that the merchant provided Mr I with a valid ticket for his chosen flight. I'm also satisfied that the flight operated as scheduled. So I'm unable to say that the merchant didn't provide the goods or services that it agreed to provide when Mr I purchased his ticket.

The merchants' terms and conditions set out the refund and cancellation policy. Mr I agreed to these terms and conditions when he purchased the ticket. Looking at the circumstances under which Mr I didn't board his flight, I don't think he would've been entitled to a refund under the terms and conditions.

Taking all the available information into account, I don't think Lloyds acted unfairly or unreasonably when it declined the chargeback claim, because the evidence showed that the chargeback had little or no prospect of success.

For the reasons I've explained, I'm unable to uphold the complaint.

## **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 26 December 2023.

Emma Davy  
**Ombudsman**