

## **The complaint**

Mr V complains that Revolut Ltd (“Revolut”) failed to help him recover money he paid on his Revolut debit card for flights that he wasn’t able to use.

## **What happened**

In May 2023, Mr V booked flights with a travel company that I’ll call “E”, for which he paid CHF 1452.80 using his Revolut debit card. E booked two connecting outbound and inbound flights.

Unfortunately, Mr V was denied boarding by the airline for the first outbound flight because he didn’t have the required entry forms for the destination country of the second outbound flight. He called E and re-booked flights to a different country at a separate cost.

Mr V contacted Revolut for help in getting the CHF 1452.80 refunded. Revolut raised a chargeback, but this was defended by E who said the flights went ahead as scheduled and that Mr V didn’t show up for boarding.

Revolut didn’t take the chargeback any further. Mr V complained about this, but Revolut said they had acted within the applicable chargeback rights and didn’t uphold his complaint.

Mr V then referred his complaint to us. One of our investigators looked into what had happened but didn’t recommend that Revolut take any action. She said that Revolut had followed the chargeback guidelines fairly and correctly.

Mr V didn’t agree. He said E incorrectly told Revolut that he was a ‘no-show’ when in fact he’d arrived at the boarding gate and had been denied boarding. So, Mr V wasn’t happy that Revolut had accepted E’s side of the story and that they didn’t take the chargeback further.

As the matter remains unresolved, Mr V’s complaint 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.

In certain circumstances the chargeback process provides a way for a bank to ask for a payment Mr V made to be refunded. Where applicable, the bank raises a dispute with the supplier and effectively asks for the payment to be returned to the customer. While it’s good practice for a bank to attempt a chargeback where the right exists and there is some prospect of success, it isn’t guaranteed to result in a refund.

There are grounds/dispute conditions set by the relevant card scheme and if these aren’t met a chargeback is unlikely to succeed. Having looked at the relevant scheme chargeback rules, there were two possible grounds/dispute conditions under which Revolut could have raised a chargeback in these circumstances: where services had not been received and/or where services had been cancelled.

Here, Revolut raised a chargeback, but it was defended by E who said the flights went ahead and that Mr V was a 'no-show'.

I have no reason to doubt Mr V's version of events, in that he wasn't a 'no-show' and that he was denied boarding by the airline. However, looking at the chargeback scheme rules, I don't think a chargeback could have successfully been pursued any further. I'll explain why.

I've considered the dispute condition where a service had not been provided. However, I've not seen anything that suggests the flights didn't go ahead as scheduled. And neither E nor Mr V cancelled the flights so a chargeback on the basis that services had been cancelled wouldn't have applied either.

I've looked at E's terms and conditions and it makes clear that it isn't responsible for any denied boarding issues due to travel requirements imposed by destination governments or other immigration or travel requirements. Nor have I seen that the flights costs were refundable in such scenarios.

So having considered what happened here, I think it likely that had Revolut continued with the chargeback, it would have been ultimately unsuccessful. I can see therefore why it considered that the chargeback no longer had a reasonable prospect of success when it decided to not take the chargeback any further. So, I don't think Mr V has lost out because of what Revolut did.

I acknowledge what Mr V has said about not being told that there were entry requirements for the country he was visiting and that these wouldn't have applied to the first connecting flight he'd booked. However, the chargeback scheme does have limitations and it isn't really a suitable forum for deciding whether an airline was justified in preventing a passenger from boarding a flight.

I do sympathise with Mr V. However, having considered the circumstances of this complaint, it seems unlikely a chargeback could have been successfully pursued any further by Revolut on his behalf. So, I don't think Revolut acted unfairly.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 23 October 2024.

Daniel Picken  
**Ombudsman**