

## **The complaint**

Miss F complains that National Westminster Bank Plc (NatWest) failed to stop payments being taken from her account.

## **What happened**

Miss F disputed payments that were being taken from her account by a merchant I will call "L."

NatWest raised a chargeback claim and temporarily refunded the money to Miss F while that claim was in process. When L defended the chargeback, the money was re-debited from Miss F's account and NatWest asked the chargeback scheme provider (Mastercard here) to arbitrate. They declined the chargeback on the basis that the charges were for one off psychic and tarot card readings.

When Miss F referred her complaint to this Service our investigator thought NatWest had dealt with Miss F's dispute fairly. But Miss F disagreed, and she asked for a decision by an ombudsman.

## **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 know it will disappoint Miss F, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When something goes wrong and the payment was made with a debit card, as is the case here, it might be possible for the business to raise a chargeback claim.

The chargeback scheme isn't administered by NatWest, it's administered by MasterCard and they set the rules. NatWest didn't have to submit a chargeback claim but I'd think it good practice for them to do so where the right exists and there is a prospect of success. I'm not persuaded that NatWest did anything wrong here. They followed the chargeback scheme rules when asking for evidence, and when submitting that evidence for consideration, they temporarily refunded the charges so that Miss F wasn't disadvantaged while her claim was in process, and they were prepared to ask the card scheme provider to arbitrate when the chargeback was defended by L. The decision on the chargeback's merits wasn't theirs to make but the process they followed when progressing the claim was a fair one.

I understand that Miss F was also unhappy with the service she received when she attended a branch to discuss the re-debits. NatWest have refunded travel and phone expenses and have paid her £30 compensation in respect of that issue. I'm persuaded that's sufficient in the circumstances.

### **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 Miss F to accept or reject my decision before 27 August 2024.

Phillip McMahon  
**Ombudsman**