

The complaint

Mr O complains National Westminster Bank plc (NatWest) failed to get his money back for flights booked with his debit card.

What happened

Mr O paid around £700 for Ryanair flights to Mallorca on his NatWest debit card in January 2023. The flights were scheduled to depart on 18 October 2023.

Around two weeks before his flight, Mr O visited his doctor. He said his doctor advised him not to fly because of a possible Transient Ischaemic Attack (TIA) or “mini-stroke”. His doctor gave him a sick note and advised Mr O to undergo further investigations.

Mr O emailed Ryanair about the above, and mentioned he had a follow-up consultation with a specialist on 17 October 2023. He also provided a sick note in support of his claim for a refund or credit towards future flights. Mr O had sought to rely on a term in Ryanair’s terms and conditions that permitted a refund in circumstances where a traveller was too ill to fly.

Ryanair did not immediately respond, and Mr O’s flights went unused.

When Ryanair responded, it said Mr O’s tickets were non-refundable and declined his claim. Mr O asked NatWest for help and sent it the necessary information for raising a chargeback claim. In December 2023, NatWest raised a chargeback under Mastercard’s scheme, resulting in Mr O receiving a temporary refund.

Ryanair challenged the chargeback. It provided a flight manifest showing the flights were available to use and that Mr O had not used them. It also provided terms showing the tickets would not be refunded except where Ryanair uses its discretion to do so in certain circumstances – such as when a traveller is too unwell to fly. Ryanair did not feel obligated to issue a refund under these terms.

NatWest did not think it could reasonably take things any further and the temporary refund was eventually reversed in January 2023. Around this time, Mr O’s consultant had also sent him a letter confirming Mr O had not suffered a TIA but had blocked and narrowed arteries.

NatWest explained to Mr O in its final response why it could not help any further - but Mr O was not satisfied, and he referred the matter to the Financial Ombudsman Service.

Our investigator did not think NatWest had done anything wrong. She said the sick note stated Mr O was signed off work for a stress-related illness, not that he was unable to fly. She did not think NatWest had enough evidence to take things further.

Mr O then forwarded a letter from his doctor confirming he advised Mr O in October 2023 that he should not fly. Mr O says he would have obtained this letter earlier had NatWest properly advised him at the outset. And if the letter was included in the chargeback claim, he feels he would have kept his refund.

Our investigator said NatWest could not be expected to specify what kind of medical

evidence to include, and she maintained NatWest had not done anything wrong. As Mr O disagreed, the case 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.

When someone buys something with their debit card, and something goes wrong, there's no general obligation on their bank to provide a refund. But in certain circumstances, such as where services have not been provided, or were not as described, the bank can help its customer obtain a refund by raising a chargeback.

The chargeback process is run by the relevant card scheme – in this case, that would be Mastercard. As it's a voluntary scheme, a customer cannot insist their bank attempt a chargeback. But if it was able to, I would expect it to attempt one if there was a reasonable prospect of the chargeback succeeding, as a matter of good practice.

The card schemes are outside the jurisdiction of the Financial Ombudsman Service, so I cannot ask a scheme provider to run its chargeback scheme in any particular way. However, I can consider whether the bank applied the scheme rules correctly and conducted the chargeback process fairly.

In this case, the key point of dispute is over whether NatWest handled Mr O's chargeback claim fairly. Mr O thinks NatWest could have done more to help – in particular, it could have asked him to get a doctor's note confirming he was advised not to fly. If it had, Mr O feels he would have established he was unable to fly and would have been able to keep his refund. I've carefully considered his point below.

Chargeback

NatWest told us it raised the chargeback under Mastercard's reason code 4853. This code covers a variety of reasons for which a customer can ask for a refund under Mastercard's chargeback scheme. These include "Goods or Services Not Provided" and "Goods or Services Were Either Not as Described or Defective". As Mr O's reasons for requesting a refund are covered by code 4853, I think NatWest were reasonable to attempt a chargeback. It's not clear which specific reason NatWest selected under this code, but I don't think it makes a difference to the chargeback outcome. I'll explain.

Under "Goods or Services Not Provided", the code says it only applies to services that "were not received", rather than services that were received but unused. The flight manifest Ryanair provided showed Mr O had received the flights, but that he did not use them. As there was nothing else in the chargeback file to suggest otherwise, I think it's unlikely Mr O had any reasonable prospect of success of keeping a refund had NatWest relied on this chargeback reason.

NatWest could also raise a chargeback based on Mr O's purchased services not being as described. This covers situations where a consumer says the merchant had not honoured the contract terms – such as Mr O's concern Ryanair had not applied "Article 10 – Refunds" of its terms properly and were in breach of it. This chargeback reason more closely relates to Mr O's claim, so I've explored whether a claim under this code would succeed in more detail.

Ryanair's terms and conditions have changed over time. The applicable terms are those that

Mr O agreed to when he bought his tickets in January 2023. However, it's not clear if a correct version was provided.

Ryanair's version does not indicate if they were in effect when Mr O bought his tickets in January 2023. Mr O's version says they were effective from 13 October 2023, so for the same reasons I cannot be certain they were the same terms that applied in January 2023 or had since been updated. However, the wording is materially the same between the versions, so I think it reasonable for me to assume Mr O's copy likely reflects his rights to any refund.

Paragraph 10.1 of the terms Mr O supplied says money paid for flights is non-refundable, except where paragraph 10.5 (and other paragraphs not relevant to this complaint) apply.

Under paragraph 10.5 – Serious illness of a booked passenger, it says:

"If someone on your booking becomes seriously ill and unable to travel before the trip, and the date of diagnosis is within 6 weeks of your booked flight, Ryanair may:

- credit you the total amount for everyone travelling on your booking; or, if appropriate,
- waive the flight change fee, along with any restrictions associated with changing your flights.

You must supply suitable evidence of the serious illness before the date you were due to travel."

To claim under this term, Mr O had to provide evidence, before he travelled, that he was diagnosed with an illness that made him unable to travel. If he's able to satisfy these conditions, Ryanair still had discretion under the terms on whether to refund his tickets.

I don't think Mr O's circumstances meant a refund was likely. I'll explain.

Mr O emailed Ryanair before his departure date and said his doctor believed he might have suffered a TIA. Mr O explained his doctor advised him not to travel until a conclusion was reached, and referred him to a specialist. Mr O also said his children were anxious about him being abroad where something could happen to him, and so they decided to postpone the holiday. Mr O was eventually diagnosed with a different condition a few months after his flight – where it was also confirmed he had not suffered a TIA.

Given the circumstances, I don't think Mr O had shown he had a diagnosed illness that meant he was "unable" to fly – only that he might have had a TIA, he was advised not to fly, and as a result he understandably chose not to fly.

I also don't think the documents he provided before his flight helped his claim. Mr O provided a sick note signing him off work due to stress-related problems, but it doesn't say anything about Mr O being "unable" to fly.

Further, even if Mr O could satisfy the conditions in 10.5, Ryanair had discretion to decline the claim. I say that because 10.5 says Ryanair "may" give a refund, not that it must do, and there's no other term that obligates Ryanair to use this discretion in any particular way.

For completeness, I've also considered whether Ryanair's version of the terms makes a difference. I don't think it does. The corresponding term says that if a passenger falls seriously ill such that it becomes "impossible to travel", the passenger "may, at [Ryanair's] discretion, be refunded...". The term likewise requires evidence to be supplied in advance of the flight. I think this version of the term works in the same way as Mr O's version and

similarly makes it unlikely Mr O had any right to a refund.

In summary, although NatWest could have progressed the chargeback further following Ryanair's defence, I don't think it acted unfairly by not doing so. The chargeback was unlikely to succeed based on the terms agreed between the parties.

Additional information

Mr O also says NatWest should have done more to support him in identifying information relevant to his chargeback claim. If it did, he would have supplied further evidence that he thinks would have made a difference to his claim.

In particular, he's referred to the letter from his doctor dated 31 May 2024. This letter confirms that when Mr O spoke with his doctor in early October 2023, he was "diagnosed as having a possible TIA" and was advised not to fly. If NatWest had supported him more, Mr O says he could have obtained this letter sooner and submitted it as part of his claim.

I agree banks should support customers making a chargeback claim. The chargeback process is not intuitive, especially for those who are unfamiliar with it. Banks should help customers generally in identifying the information a chargeback requires. However, I would not expect a bank to ask for information that does not help - and I think this doctor's letter falls into this category.

A claim under 10.5 requires any evidence to be submitted prior to the flight. But Mr O had first contacted NatWest around a week after the flight. Even if NatWest asked Mr O to obtain a letter confirming his conversation with his doctor on 5 October 2023, it was already too late for the letter to be included as the deadline in 10.5 for including evidence had passed.

Further, even if Mr O could prove he was physically unable to fly, Ryanair still had discretion to refuse a refund without breaching the term. That discretion alone means it's unlikely NatWest would have achieved a different outcome had it pursued matters further.

I sympathise with Mr O's situation, and I appreciate he may feel Ryanair applied the term unfairly. However, the chargeback code does not factor in whether discretion is exercised fairly – only whether Ryanair followed its terms and conditions.

In these circumstances, I find that NatWest acted fairly and I'm not recommending it do anything further.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 29 November 2024.

Alex Watts

Ombudsman