

The complaint

Mr P has complained National Westminster Bank Public Limited Company didn't submit chargeback claims to help him after he'd received goods that didn't match their description.

What happened

Mr P called NatWest on 1 May 2024 to complain about 10 transactions collected from his account since January 2024 that he was unhappy about. He'd tried to buy some coins from an online company and was unhappy with what he'd received. He wanted to stop this company taking further payments from his account.

NatWest noted Mr P had made a number of chargeback claims in the preceding 12 months and felt he should be resolving issues directly with retailers. To help them with any chargeback claims on this specific issue, they asked him for further evidence of his discussion with the retailers involved. They received nothing further from Mr P.

Mr P brought his complaint to the ombudsman service.

Our investigator felt that NatWest hadn't treated Mr P unfairly as she considered asking him to provide further evidence of his discussions with the retailer he was in dispute with was reasonable. She wasn't going to ask NatWest to do anything further.

Unhappy with this outcome, Mr P has asked an ombudsman to consider his complaint.

I completed a provisional decision on 14 March 2025 and felt NatWest could have managed Mr P's chargeback claim better. I asked them to repay any money Mr P had paid to the disputed company after 1 May 2024 along with £100.

NatWest agreed to complete this redress along with confirming there'd only been one payment after 1 May. No response was received from Mr P.

I have all I need to complete my final 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.

Having done so, I've reached the same outcome as I did in my provisional decision. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

To help me come to a decision, I've reviewed the evidence NatWest provided, including copies of Mr P's statements, as well as what Mr P has told us. NatWest has also confirmed it's aware of Mr P's vulnerabilities.

There's no dispute Mr P has a history of making chargeback claims against different merchants. I've also noted Mr P's vulnerabilities and I suspect these may explain why he finds it easier to ask his bank to assist rather than try to reach numerous merchants, who in many cases have limited ways of interacting with them.

Mr P doesn't dispute making these transactions in the first place, but it's been difficult to get the information we've wanted to help progress his complaint too. I believe this is related to his different vulnerabilities.

So I appreciate NatWest's concerns that Mr P is relying on them to help sort out the different issues he has with retailers. I'm happy they can ask him to provide further evidence of these disputes and interaction before making chargeback claims. As our investigator stated, banks are not obliged to make chargeback claims on a customer's behalf. We look at the likely chance of success. In the case of the claims Mr P wants NatWest to make against both companies which are the subject of this complaint, it's clear these are about the standard of items being provided. These are difficult categories of claims. I believe these would be simple for any retailer to defend so I think NatWest has acted fairly in asking him for further evidence before completing any further claims on his behalf. Mr P has provided nothing further to NatWest and it's clear that all claims have now fallen well outside of any timescale allowing NatWest to raise any dispute on Mr P's behalf.

Mr P first complained to NatWest on 1 May 2024. He was complaining about a regular transaction from his debit card. NatWest has confirmed Mr P had agreed to a continuous payment authority. However, I believe it would have been clear to NatWest that Mr P also had a genuine concern and was unhappy with items he'd received. I've seen nothing to show that NatWest offered their assistance in ensuring that this payment agreement should be brought to an end, which – based on Mr P's personal situation – I'd have expected to see.

Putting things right

There was, in fact, only one further payment to the company Mr P is disputing payments to after 1 May (on 26 July). NatWest has agreed to refund this payment on the basis any payments after 1 May I believe should be considered as unauthorised.

The danger with NatWest taking a blanket approach to Mr P's chargeback claims is that he will inevitably feel they are doing little to help. I also think this may inhibit them – because they are concerned about the number of claims Mr P has made – in responding effectively when Mr P has payment issues that need sorting. I do believe this stance limited their willingness in ensuring no further payments were taken under this continuous payment authority even though it is clear these were no longer authorised.

I am asking NatWest to provide a small amount of compensation on this basis as I can see this had an impact on Mr P. They will need to pay him £100 for the trouble caused.

My final decision

For the reasons given, my final decision is to instruct National Westminster Bank Public Limited Company to:

- Refund Mr P for the one transaction collected from his account to the company in dispute after 1 May 2024; and

- Pay £100 for the trouble caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 May 2025.

Sandra Quinn
Ombudsman