

The complaint

Mr T has complained about the way National Westminster Bank Public Limited Company (NatWest) dealt with a claim for money back in relation to a purchase he'd made using his debit card.

What happened

Mr T said he used his NatWest debit card in April 2024 to pay a merchant I'll call S for dental goods and services. Mr T paid S around £6,250, and he said the services were due to be carried out in two parts, with the full treatment being completed by 26 July 2024. Part of the payment included hotel accommodation.

Mr T said the dental treatment wasn't carried out correctly and he was in pain. He complained to the dentist, refused to return for the second stage of the treatment, and sought advice from another dentist. Unhappy with the response from S he contacted NatWest and asked to dispute the transaction. He said he wanted to claim the full amount paid on his card.

NatWest looked at the claim in August 2024 but declined to take it further. Unhappy with this response Mr T made a complaint. NatWest said that it had asked for additional documents including a detailed covering letter and evidence of attempts to resolve with the retailer in order to continue with the claim. It also asked for the original invoice and terms and conditions. As these weren't received the dispute was closed on 23 August 2024. It accepted that Mr T also said it was an unrecognised payment, but chargeback wasn't appropriate, and as he'd now accepted it was recognised it didn't think it was fraud or a scam. Ultimately it didn't uphold the complaint.

NatWest agreed to re-open the dispute but then said that it couldn't provide assistance where the dispute was about the standard of service.

Mr T referred his complaint to our service. NatWest maintained that it didn't have enough for a successful claim. In February 2025 it said that even though further information had been provided by that time it was outside the 120 days required.

Our investigator looked into things but didn't uphold the complaint. She said she thought NatWest was fair in concluding the chargeback didn't stand a reasonable prospect of success. She went on to say that given the time that had elapsed although Mr T might be able to gather further evidence, he might be outside of the time limits.

Mr T didn't agree. He said that he'd raised the dispute within the 120 days, and he'd given enough information for NatWest to progress the claim. Neither NatWest nor our service had requested further evidence to support his claim. He'd provided evidence of his reviews on a website which hadn't been rebutted, and medical evidence from another dentist. After reviewing NatWest's responses, he pointed out that it accepted it had enough information to make a claim but was out of time to do so.

The complaint has been passed to me to make 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 considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time.

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters with minimum formality. But I want to assure Mr T and NatWest that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I also want to say I'm very sorry to hear that Mr T was unhappy with the goods and services provided. I appreciate it cost a significant sum and he's described the impact on his physical and mental health.

I need to consider whether NatWest – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr T's request for a refund. I have to make the distinction between the financial services provider (NatWest) and the merchant (S) here as we can't look directly at what happened with S. I've gone on to think about the specific card protections that are available. In situations like this, NatWest can consider raising a chargeback.

I understand that our investigator has at times attempted to mediate with NatWest by assisting Mr T in providing additional evidence to support his claim. I need to be clear that although we've tried to mediate a better outcome for him, my role is to look at whether NatWest treated him fairly in responding to his claim/dispute. I can also understand why Mr T wanted to provide further expert reports to our service, but our role isn't to decide the claim for him, it's to review whether NatWest handled things fairly.

Chargeback allows for a refund of the money paid with a debit card in certain situations, such as when goods or services have been paid for and not received. Chargeback isn't a legal right or a statutory protection which means there isn't an automatic right to get a refund from the card provider. I would expect a card provider to attempt a chargeback if there was a reasonable prospect of success. This is determined by the claim being in line with the rules of the card scheme to which the card belongs.

While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success; there are grounds or dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.

I've looked at the relevant rules from the card scheme. NatWest said the most relevant chargeback reason here would be "Goods and Services Were Either Not as Described or Defective". In order for NatWest to raise a chargeback it would have had to do so within the strict timescales laid down by the card scheme. Mastercard's chargeback rules explain that a claim can be raised:

- *Within 120-calendar days from when the services ceased with a maximum of 540 calendar days from the Settlement Date or Central Site Business Date of the transaction for issues of interruption of ongoing services.*
- *Between 15 and 120-calendar days from the transaction settlement date.*
- *Between 15 and 120-calendar days from the delivery/cancellation date of the goods or services.*

There is limited information about the contract itself. There's a handwritten invoice which details the items, but not specific written information about when the services would be performed, or the terms and conditions. It's difficult to say based on the evidence provided exactly if the services ceased and when. When thinking about the chargeback time limits this is key to whether the chargeback can be processed. But when NatWest considered the complaint in September 2024, Mr T told it that the services were to be provided between 26 April 2024 and 26 July 2024. I can see the transaction appeared on his statement on 29 April 2024.

Although the rule mentions interruption of ongoing services, that doesn't apply where the services were available, and the consumer has declined to continue. From the evidence that Mr T supplied it's clear that he refused to continue after the first treatment, rather than it not being available.

Mr T raised his dispute within 120 days from the date of the transaction. But NatWest asked for further information. It specifically needed a detailed covering letter, evidence of how he'd attempted to resolve the matter with the supplier, the invoice and the terms and conditions. I've looked at the chargeback rules and can see that Mr T needed to provide sufficient detail to enable all parties to understand the dispute. He also needed to demonstrate that the merchant refused to adjust the price, repair, or replace the goods or other things of value, or issue a credit. Mr T said that he'd had difficulty with his emails, and that was why he'd responded late. But he did later provide further information to NatWest, and it re-opened his dispute.

Mr T was able to provide some of the information NatWest had asked for, but it didn't think it had enough to be able to successfully progress a chargeback. It said that it couldn't give assistance where the standard of service needed to be assessed. I think that's because there wasn't sufficient independent evidence that the goods or services that were provided were defective.

NatWest later told our service that it now had enough information to progress a chargeback, but it was out of time. But that didn't mean it accepted it should have raised a chargeback earlier; it was referring to further information that had been provided during the course of the complaint.

Although Mr T asked to raise a dispute within the timeframe, he also needed to provide all the evidence required within that timeframe, or NatWest wouldn't be able to progress the chargeback. It isn't as simple as registering the dispute in time, if NatWest couldn't comply with the rules, then the chargeback would be defended on that basis. Mr T didn't respond to NatWest's request for further information initially because he had a problem with his emails, so some time was lost due to this. I can't hold NatWest responsible for that, and I think it was fair for it to initially close the dispute.

I also don't think NatWest acted unfairly in offering to reconsider the evidence even though the 120-day timeframe might have elapsed. The rule states that the 120 days runs from when the services ceased, or from the date of the transaction. Based on what I've seen, NatWest didn't have any clear evidence if the expected services were ongoing. Once it had the full details it might have been able to consider whether different time limits or rules might

have been more appropriate, which might have been the case if the later service was ongoing and the merchant refused for it to be carried out. When it re-opened the dispute, it didn't progress the claim because it didn't have a reasonable prospect of success. I'll discuss this later.

There might be an argument that NatWest could have raised a chargeback under a different reason. I've thought about an alternative chargeback reason "Goods or Services Not Provided". Mr T might argue that part of the service hasn't been provided. But that is because he's refused to continue the treatment, and not because it wasn't available. I can understand why he's done that, but it also seems that the supplier offered him a refund of part of the service that might not have been completed. The rules say that NatWest would have only been able to "charge back an amount representing the services not received by the cardholder". So even if it had raised a chargeback its likely S would have defended it on the basis it had already offered a refund.

In any event, even if there is an argument to say Mr T brought the claim in time and NatWest had sufficient evidence to comply with the chargeback rules, I don't think it was unreasonable for NatWest to decline to progress the claim. I don't think the claim stood a reasonable prospect of success. I'll explain why.

Mr T's treatment involved a complex medical procedure which was carried out abroad. Although he's provided a report from another dentist. It doesn't show that Mr T didn't get what was in the contract, or that the goods were defective. His messages with S also show some willingness for it to continue the treatment or offer a price reduction. The chargeback scheme is not well suited to complex disputes such as this involving multiple allegations including potential personal injury. It does not have the ability to recover consequential losses or the same powers a court has to compel witnesses and expert evidence.

The rules for chargeback are complex and are set by the card scheme – not NatWest. The card scheme changes the dispute conditions from time to time. As I've explained the chargeback process is not a consumer right, or something that's part of the law. I don't think there is compelling evidence which persuades me that Mr T might have got his money back through the chargeback scheme. The rules that might apply to this transaction were unlikely to have helped him recover his payment in full, and NatWest only has one opportunity to chargeback for each presented transaction amount within the timeframe applicable for the chargeback reason code. So, I don't think it would be fair to direct NatWest to reimburse Mr T what he paid for the treatment.

I've noted that Mr T also alleged that the payment was made to a different supplier which meant that it was fraudulent. However, I can see that he later accepted he authorised the payment, so I don't think the fact that the name on the transaction differed meant that NatWest needed to give him a refund.

While I sympathise with the situation, as I explained above, something going wrong with a merchant won't always lead to a successful chargeback claim. I don't think NatWest handled his claim unfairly. I'm sorry to disappoint Mr T but I don't find I have the grounds to direct NatWest to reimburse him.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 October 2025.

Caroline Kirby
Ombudsman