

## **The complaint**

Mrs W complains about a claim she made to NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) in respect of a packaged holiday not being as described.

## **What happened**

In April 2024, Mrs W paid £8,837.48 using her NatWest debit card for a packaged holiday which was to take place between 1 and 15 August 2024. She booked the holiday through a travel agent who I'll call T, and the holiday was to a theme park.

Once Mrs W arrived at the hotel, she raised concerns about transportation issues, the restaurant not being as expected and issues she had obtaining a disability pass at the theme park she was visiting.

As Mrs W did not receive the assistance she required from the theme park staff or the representative of T, she raised a further complaint to T. Mrs W tells us that she did not receive a response from T so she contacted NatWest with the aim of raising a payment dispute. She was asking for half of the amount she paid towards the holiday to be returned to her via a chargeback.

NatWest reviewed the dispute and asked Mrs W for further information. NatWest says it did not receive the information whilst Mrs W states she supplied information to NatWest. NatWest then declined to process the chargeback. NatWest said that under the chargeback rules, neither party could benefit twice. As Mrs W had stayed for the duration of the holiday, she could not also have a refund for it.

Mrs W raised a complaint and NatWest found that it had treated Mrs W fairly with regard to the chargeback dispute. It did think however, that it could have given her this answer sooner rather than asking her for information so to apologise for the service received, it offered Mrs W £100.

Mrs W brought her complaint to our service. She said she booked a packaged holiday and the terms for the holiday changed after she had paid in full so she could not enjoy it as her disabilities were not accommodated. Mrs W further said there were parts of the holiday which were not available such as the restaurant and transportation. Mrs W asked us to consider whether NatWest should have raised a chargeback dispute for her for half of the money she paid towards the holiday.

Our investigator reviewed the complaint and said she thought NatWest had asked Mrs W for information correctly, and in fact she thought it might have needed more information than it asked Mrs W for. Our investigator said there was scope to raise a partial chargeback for things such as the restaurant and transportation, but it would not be able to do so without adequate information and a breakdown of costs. Our investigator said it is not clear whether Mrs W paid T for the disability pass or not and whether this could be disputed. But based on the information available, there was not enough information for it to successfully raise a chargeback. So, our investigator said the £100 offered was fair in the circumstances.

Mrs W disagreed and asked for an ombudsman to consider her complaint. She said that she feels NatWest should have raised a dispute on her behalf as she provided evidence where required, NatWest was asking her information she had already given it, she was not informed the dispute was closed due to missing information, and she had no choice but to stay on holiday. Mrs W said she was separated from her family as she could not obtain a disability pass. So, the complaint has now been passed to me to decide.

### **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 would like to start by saying that I have provided a brief summary of the events that occurred above. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

I also think it's worth clarifying that I'm deciding whether NatWest acted fairly in assisting Mrs W with her dispute against T. I'm not making a finding on the underlying dispute Mrs W has with T. NatWest did not cause the issues on holiday that Mrs W is complaining about, so when considering what's fair and reasonable, I'm only considering whether NatWest acted in line with its obligations as a provider of financial services.

Chargeback is a voluntary scheme under which settlement disputes are resolved between card issuers and merchants, under the relevant card scheme. A card issuer will review the claim against the possible reasons for a chargeback and look at whether it would be able to make a successful claim for the customer. Card issuers do not have to submit claims and usually will only do so, if it is likely to be successful. We don't expect them to raise a claim if there is little prospect of success.

I will consider the issues Mrs W faced separately below but before I do that, I would like to make clear that as this was a packaged holiday, when raising a chargeback, I would expect the parties to find out what each item being complained about cost before raising a chargeback for that amount. The charging for packaged holidays covers the cost of the entire holiday including flights, accommodation and other additional amenities and so it would not likely be reasonable in these circumstances to ask for the money back for more or less than the item complained about actually cost.

### **Disability pass**

From what I have seen, the substantive issue that Mrs W faced which caused her loss of enjoyment on this holiday was her inability to obtain a disability pass which would effectively allow her to not wait in a queue for rides in the theme park. She did not manage to obtain one at all, and this caused issues for her from the very start of her holiday.

Although I appreciate the distress this might have caused Mrs W and the extent to which this might've impacted her holiday, I don't find that it is likely this had anything to do with T. The disability pass is a free service that the theme park offers subject to its own criteria and customer requirements. T facilitates holidays to the theme park but cannot make any promises about a free service that the theme park provides and there is no obligation on T regarding this – it is entirely in the hands of the theme park. As T has not charged Mrs W for

this service, it is not possible to ask the merchant for money back and so I don't find there is any reason code under the chargeback rules under which NatWest could have raised a chargeback dispute for this issue.

Let me put it another way. If NatWest tried to use the reason code "Goods/Services Not Received", the dispute would not be successful as T did not promise a disability pass to T when she contracted with it. If NatWest tried to use the reason code "Goods/Services Not as Described", the dispute would not be successful as it was not T who described the services (or change the criteria as Mrs W states happened after she had paid for the holiday). This was entirely within the control of the theme park. This means there is no reason code that would cover this issue, and I find it reasonable that NatWest declined to raise a chargeback for this issue.

### Transportation and restaurant

Mrs W has also mentioned concerns about transportation issues and the restaurant. I agree with the investigator that NatWest could have explored these two issues further with Mrs W and considered whether a chargeback could be raised as the services were not as described. However, even if it had done this, I don't think this would have made a difference here. I'll explain why.

Mrs W had provided no information to us past telling us that she had transportation issues. She has mentioned that she had trouble gaining assistance at the airport and this might be what she means by transportation issues, but I cannot be certain. We do not have enough to determine what the issues were or whether she received the service in part or not at all. If it has asked, NatWest might've been able to find this out and consider whether it could raise a chargeback for it. However, having looked at the terms and price breakdown, I cannot see that it was ever clear, what, if anything, the obligation was on T with regard to this. The terms only say that if special assistance is required, a customer should phone a number provided.

Where services are not as described, the customer should provide evidence about what was promised, and what was received. Without this, a successful chargeback cannot be raised. I cannot see that Mrs W has ever provided this. In any event, T has provided Mrs W with a partial refund for this issue and so the matter has been resolved directly with the merchant.

Mrs W has demonstrated that the restaurant was not as described. But I cannot see that she provided NatWest with the same level of information that has been provided to us. It is also not clear from the invoice, what the cost of meals were as part of the package. I think without clarity, which Mrs W was unlikely to be able to provide, a chargeback for the restaurant would also have had low prospects of success. And again, in any event, the merchant has offered a partial refund for this issue and so the matter has been resolved directly with the merchant.

I find that NatWest could have done a bit more to explore these two issues further to determine whether it could raise a chargeback dispute for Mrs W. NatWest has already offered Mrs W £100 for the service provided and I find this is reasonable for the errors made, so I won't be asking it to do anything further. I find that even if it had, having reviewed all the information Mrs W has provided that it is unlikely the disputes had reasonable prospects of success and so I don't find that NatWest has treated Mrs W unfairly overall.

### **My final decision**

My final decision is that I do not uphold this complaint against NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 25 July 2025.

Vanisha Patel  
**Ombudsman**