

## The complaint

Mr H complains that National Westminster Bank Public Limited Company (“NatWest”) hasn’t refunded a payment he made.

## What happened

In February 2025, Mr H attended a photoshoot with his wife. They had received a gift voucher for a couples photoshoot with one free print. When they attended the photoshoot, Mr H says that they were pressured and coerced into purchasing a photography package costing £595. The package included 21 digital images. Mr H paid for this package using his NatWest credit card.

Mr H contacted NatWest to ask it to refund the payment he made to the photo studio for the photography package. In addition to being coerced into signing up for the package in the first place, he said that in order to access the digital photographs he had paid for, he had to agree to the terms and conditions of a third party which hosted the images in an online gallery.

NatWest considered Mr H’s claim for a refund under section 75 of the Consumer Credit Act 1974 (“section 75”). However, it concluded that as the photography package contract was not in Mr H’s name, the requirements of section 75 were not met and NatWest therefore had no liability to provide Mr H with a refund. Mr H complained about this outcome, but NatWest didn’t agree it had acted unfairly.

Our investigator didn’t recommend the complaint be upheld. She didn’t think NatWest’s response to Mr H’s claim and complaint was unfair or unreasonable.

Mr H didn’t agree. He said that while the contract was in his wife’s name, this was purely administrative and he was party to the contract as he had attended the photoshoot and had paid for the contract. He also provided the opinion of a professional photographer who was of the view that the photos Mr H had paid for were in their opinion “*sub standard*”.

As there was no agreement, the complaint 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.

The general effect of section 75 is that if Mr H has a claim for breach of contract or misrepresentation against the photography studio, he can bring a like claim against NatWest (as the provider of credit). However, there are certain requirements that need to be satisfied. One of those is that there must be a debtor-creditor-supplier agreement.

A debtor-creditor-supplier agreement is the arrangements that need to exist between the relevant parties in order to make a section 75 claim. The formal wording is set out in section 12 of the Consumer Credit Act 1974.

In summary, for Mr H to be able to bring a 'like claim' against NatWest under section 75, he has to be able to bring a claim against the photography studio. However, Mr H doesn't appear to be party to any contract with the photography studio. I say this because it is his wife that is solely listed as the customer (and therefore the contracting party) on the 'customer contract & lab order' document from the photography studio. This document appears to be the extent of the contract for the purchase of the photography package.

While I accept Mr H paid for the contract, simply funding a transaction doesn't necessarily make him a party to the contract or give him a right to bring a claim under that contract. I don't therefore find that NatWest's response in saying it had no liability in relation to Mr H's section 75 claim and complaint to have been an unreasonable or unfair conclusion for it to have reached.

I accept it's possible that a court might find that Mr H could be considered a party to the contract given that he took part in the photoshoot and appears to have been involved in the negotiations to enter into a specific photography package. However, even if that were the case, I've not been presented with anything to make me think that finding Mr H was a party to the contract ought reasonably to have led to a different overall outcome for the claim and complaint.

This is because I'm not persuaded that Mr H has been able to persuasively demonstrate there was any breach of contract or misrepresentation by the photography studio.

It seems the quantity of photos he paid for were made available to him and his wife within the timescales stipulated in the contract so the services were provided as agreed. Mr H says he was forced to agree to additional terms and conditions from a third party website in order to view the images. While that is true, I've not seen anything to suggest those terms caused Mr H any specific concerns or that agreeing to the terms would cause him some kind of material loss or detriment.

I note Mr H has provided the opinion of a professional photographer on the standard of the photos he received. He says this demonstrates the services were not provided with reasonable skill and care. But by the photographer's own admission, his opinion is based on his "*own style of photography*" and therefore his comments on the lighting appear to be a reflection of his own personal preferences and style. This is evidenced by the additional comments he made such as "*again not how I would provide my style of portrait photography as I prefer a clean white background*". I don't think this is sufficient to demonstrate there was a breach of contract.

Mr H has also said he was unfairly pressured and coerced into entering into a contract with the photography studio. However, I've not seen anything to persuade me that was more likely than not the case. I say this because if Mr H felt he had been forced into parting with a payment he didn't want to, I would have expected him to have raised a dispute with NatWest much sooner. It appears he only raised his claim after the photos were made available to him some time later.

Lastly, I've also considered whether NatWest ought to have attempted to obtain a refund for Mr H through a chargeback instead. However, I'm not persuaded a chargeback had any reasonable prospect of success. This is because it appears what was paid for was received and I think the photography studio would have been able to successfully defend any chargeback on this basis. I've not seen anything to make me think any of the available chargeback grounds would more likely than not have resulted in a favourable outcome for Mr H through the card scheme rules.

For these reasons I don't think NatWest's response and overall outcome to Mr H's section

75 claim was unfair or unreasonable. I therefore don't think it needs to do anything to put things right.

**My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 December 2025.

Tero Hiltunen  
**Ombudsman**