

The complaint

Miss K complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ("NatWest") failed to properly pursue a chargeback.

What happened

In October 2024 Miss K signed a six-month agreement with an online fitness coach. I understand she wished to lose weight. She agreed to make payments of £300 each month. In December 2024 she contacted the coach and said: *"I wanted to reach out to let you know that, unfortunately, I won't be able to continue our coaching from January onwards due to other financial commitments. It's been a tough decision, and I'm truly sorry for the abrupt nature of it."*

She went on to say: *"This decision is purely due to financial reasons, and it's not a reflection of my experience working with you. I've genuinely enjoyed the kickstart you have provided me with, and I've felt supported and motivated throughout. I just need to prioritize my finances for the time being, and it's no longer sustainable for me to continue with coaching at this moment."*

In the time Miss K was enrolled with the coach she did not lose weight, but she did reduce the size of her waist and had adopted a healthier regime. In the course of the exchange Miss K explained she and her partner were looking to buy an overseas property and so she could no longer afford the coaching. She let the coach know that a £300 payment had been taken out on 27 December and asked for a refund. The coach explained that under the contract Miss K was liable for six months payments, but she was not holding her to that. However, 30 days' notice of termination was required and so the December payment was due.

Agreement could not be reached and Miss K then argued that she had not seen the promised results and so she was entitled to a refund of the initial payment in accordance with the terms and conditions of the agreement. The coach did not agree and so Miss K contacted NatWest.

NatWest raised a chargeback which the coach defended, but it obtained a refund of £300. NatWest incorrectly wrote to Miss K on 27 January to say it had not been able to assist with the chargeback. Miss K then sought to have the first two payments refunded. NatWest said it could not pursue this further since it was about the standard of service received. However, it accepted that it had sent a misleading email and offered her compensation of £60.

Miss K brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She noted NatWest had obtained a refund of the December payment, but had not responded to her second request to ask for more information. The time limit for making a chargeback had by this time elapsed. However, she didn't consider there were grounds for a chargeback being successful. Miss K didn't agree and said that the delays had harmed her chances of a refund. The coach had failed to deliver as promised.

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 considered the evidence provided by both parties I have concluded that this complaint should not be upheld. I will explain why.

I want to acknowledge that 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 also want to assure Miss K that I've reviewed everything on file. 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.

Chargeback is a voluntary scheme run by the card scheme operator (here it's Mastercard) to process settlement disputes between the card issuer (such as NatWest) – on behalf of the cardholder (Miss K) – and the merchant (here it's the coach Miss K made the payments to). It is not a legal right that the cardholder has.

Mastercard sets the chargeback rules and time limits for transactions made using the Mastercard card scheme. And it is Mastercard that decides whether a chargeback is successful – the card issuer simply makes a request on the cardholder's behalf. If the card issuer knows it is out of time, or is unlikely to succeed, I wouldn't necessarily expect it to raise a chargeback.

The first chargeback was successful, but it appears that this was due to the coach not addressing the reason given by NatWest rather than on its actual merits. However, in her response the coach did give strong reasons for challenging a chargeback for any other payments made by Miss K.

Miss K has relied on the terms and conditions of the agreement which state:

"7.[The coach's] 30-day money-back guarantee is commitment dependent. If you have followed all training, nutrition and supplement advice, as well as checking in with a full update every week in the first 30 days and not progressed at all, [the coach] will refund your first payment."

Miss K has pointed out that the records show she did not lose weight. However, I note that the agreement does not refer to a guarantee that she would lose weight. It simply says a refund is due if the client has 'not progressed at all'. It is clear from the exchanges between Miss K and the coach that she did make progress with her overall approach to health and diet which had an impact on her 'inches'. The details of these exchanges were set out by our investigator and both parties are aware of these so I will not repeat them here.

Quite simply, Miss K told the coach that she was making progress despite her weight not dropping. That means there is no basis for a chargeback being made and if one had been made I am satisfied that it would have been rejected. The coach had already supplied a clear and strong defence against such a claim. Indeed, it was open to the coach to pursue Miss K for the full six months' worth of payments which she chose not to do as a gesture of goodwill.

I appreciate Miss K has told us about her health issues during the pursuit of her complaint and the subsequent weight loss she suffered, but I cannot say that NatWest has caused her any financial loss as a result of its handling of her claim.

I have also considered whether a claim under section 75 Consumer Credit Act 1974 ("s.75") would succeed. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

- : • Debtor-creditor-supplier chain to an agreement and
- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if NatWest has come to a fair outcome based on the evidence they were provided. I am satisfied the required agreement is in place and so I must consider if there has been a breach of contract or misrepresentation.

For the same reasons as set out above addressing the chargeback I can see no basis for saying there has been a breach of contract.

As for the issue of misrepresentation I have noted Miss K's claims. However, as our investigator has explained the coach did not guarantee specific results.

The six month contract states:

"results from my online personal training and nutritional advice will vary and I cannot guarantee an exact or specific outcome" and term 8 says "you agree it is a minimum of 6 months' commitment towards the service so we both get an opportunity to deliver some form of results through consistency".

Due to her financial circumstances Miss K ended the agreement and so did not allow the coach to provide the necessary support and guidance to deliver the changes she wanted. I cannot see that after only working with the coach for two months out of an agreed six that she can demonstrate there was misrepresentation. Nor have I seen any evidence that the coach did not operate with the appropriate skill and care.

I cannot say that NatWest was wrong to conclude that there was neither a breach of contract nor misrepresentation. As such I do not consider there were grounds to allow a successful claim under s.75

Finally, as for the incorrect message sent by NatWest which it remedied without undue delay I consider the £60 it has paid be more than generous.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 16 September 2025.

Ivor Graham
Ombudsman