

## The complaint

Mr A is unhappy with how National Westminster Bank Public Limited Company (NatWest) handled his chargeback claim.

## What happened

The parties are familiar with the background of this complaint, so I will summarise it briefly here, which reflects my informal remit.

Mr A booked flights for himself and three family members through a travel agent in October 2024. He made two payments of £1,367.27 each. Shortly afterwards, Mr A said he was contacted by the travel agent and informed that the original flight tickets were no longer available. Mr A said he then paid an additional £1,532.89 to rebook with a different airline, bringing the total costs of flights to £4,267.43.

The booking confirmation stated that the tickets included a 40kg baggage allowance. However, when Mr A checked the airline's website, it showed a 25kg allowance. Mr A said he contacted the travel agent several times to confirm that the booking included 40kg baggage allowance and was assured that it did. At check-in however, he was told the allowance was only 25kg. Mr A chose not to pay extra for the additional luggage and instead left items behind.

When the issue could not be resolved with the travel agent, Mr A contacted NatWest to request a full refund for all three transactions. He explained that the company appeared to have since disappeared, and he had seen online reviews describing similar situations, which he believed indicated a scam.

When NatWest explained it wouldn't raise a chargeback, Mr A complained. NatWest sent a final response and said that because the service had been received and used, a dispute couldn't be raised under the Mastercard chargeback rules. It also confirmed Section 75 didn't apply, as the payments were made using a debit card.

When an investigator reviewed the case, they explained that under the chargeback scheme, the key requirement was that the service must either not have been provided or be fundamentally different from what was agreed. In Mr A's case, the flights went ahead as scheduled and all passengers travelled. Although the reduced baggage allowance was inconvenient and meant Mr A left belongings behind, the flight tickets were honoured, and the core service – the flights - had been provided. For that reason, the investigator concluded that NatWest had acted in line with the scheme rules in declining to raise a chargeback. The investigator also agreed that Section 75 protections didn't apply to debit card payments.

Mr A disagreed. He argued that he had repeatedly verified the 40kg allowance with the travel agent before the trip and received assurances this was correct. He said that under Section 49 and Section 50 of the Consumer Rights Act 2015, services must be performed with reasonable care and skill and delivered as described. In his view, the advertised baggage

allowance formed part of the contractual terms, and the reduced allowance amounted to a breach of contract.

He also referred to the Consumer Protection from Unfair Trading Regulations 2008, stating that the 40kg allowance was a decisive factor in his purchase, and discovering the change only at the point of travel left him unable to make an informed decision.

Mr A argued that NatWest had clear evidence of a breach of contract and misrepresentation, and it should have pursued the claim, particularly given the documented evidence he had provided.

As Mr A remained unhappy the case has been referred to me to make a 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.

Whilst I've read and considered everything, if I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. This is not meant as a discourtesy but rather reflects my role in resolving disputes with minimum formality.

In assessing this complaint, I am considering the actions of NatWest - not those of the travel agent. Because Mr A paid with a debit card, his only potential route to obtain a refund through NatWest was via the chargeback process. The additional protections available under Section 75 of the Consumer Credit Act 1974, do not apply here because they don't cover debit card payments.

Mr A has also referred to the Consumer Rights Act 2015 and the Consumer Protection from Unfair Trading Regulations 2008. While these maybe relevant to the contract between Mr A and the travel agent, they do not create any obligations on NatWest. If Mr A had paid with a credit card, Section 75 would have made NatWest jointly liable with the travel agent, and those laws could then have been considered. But as he paid with a debit card, NatWest's obligations were limited to solely considering the chargeback process.

A chargeback is a process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme - in this case, Mastercard. It allows customers to ask for a transaction to be refunded in certain circumstances. It's not an automatic right, doesn't give consumers legal rights, and is not a guaranteed method of getting a refund, as chargebacks may be defended by merchants.

Chargebacks are decided based on the card scheme's rules and not the relative merits of the cardholder/merchant dispute. While it's good practice for a card issuer to attempt a chargeback where certain conditions are met and there's a reasonable prospect of success, there are dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. Importantly, something going wrong with a merchant won't always lead to a successful claim.

Chargebacks also only apply to the specific transaction being disputed. They cannot recover more than the value of that transaction, and do not cover consequential or indirect losses, such as inconvenience.

Mr A was seeking a full refund. However, as the flights were both taken and used, the only portion of the service potentially recoverable was the element he claims was misrepresented - specifically the 40kg baggage allowance. Therefore, Mr A wouldn't have been entitled to a

full refund, as the flights and the associated baggage services (albeit 25kg) were ultimately provided in full. In my view, the most relevant chargeback reason code applicable in Mr A's case would have been "*goods or services were either not as described or defective*".

Mr A has stated that he was misled into believing the booking included a 40kg baggage allowance per person. His booking confirmation clearly showed 40kg, and he says he repeatedly checked this with the travel agent and was reassured that it was correct. However, at check-in, he and his family were restricted to only 25kg. I accept that the higher baggage allowance was material to his decision to book these flights.

That said, for a chargeback to have a reasonable prospect of success, Mastercard requires documentary evidence that the goods or services were not as described. While Mr A did provide his booking confirmation and his own account of events - including an email he later sent to the travel agent - there was no documentary evidence - such as check-in records, receipts, or written confirmation - showing that the baggage allowance had in fact been limited to 25kg, or that he and his family had been prevented from travelling with 40kg allowance.

Mr A also explained that he chose to leave items behind rather than pay for the excess baggage. While I acknowledge the inconvenience this caused, because no additional payment was made, there is no evidence of either a refusal to permit the additional baggage or a financial loss that could be reclaimed under the chargeback rules.

So given Mastercard's strict evidential standards, and the absence of such supporting documentation, it's unlikely that a chargeback raised by NatWest would've had a reasonable prospect of success. So, I am satisfied that NatWest acted reasonably in deciding not to raise a chargeback based on the available evidence.

I appreciate that this decision will be disappointing for Mr A. However, he does not have to accept my decision and is free to consider other avenues to pursue this matter, such as court. He may wish to seek independent legal advice if he chooses to do so.

### **My final decision**

I don't uphold this complaint against National Westminster Bank Public Limited Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 October 2025.

Farhana Akhtar  
**Ombudsman**