

## **The complaint**

Mrs A complains that National Westminster Bank PLC (NatWest) didn't do enough to help her when she told it about a dispute she had with a merchant. This was over services paid for using her NatWest credit card.

## **What happened**

On 6 February 2024 Mrs A purchased four concert tickets from an online marketplace using her NatWest credit card. The total cost of the transaction was £5,018.54 and the concert was due to take place in March 2024. Mrs A was due to go on a trip to America in March 2024 and was due to see the concert during this trip.

However, the event organisers rearranged the concert to November 2024 and as such Mrs A and her party were unable to attend. Mrs A attempted to contact the merchant on a number of occasions but was unable to get the matter resolved.

So, Mrs A contacted NatWest to raise a dispute. She argued that the service wasn't as described as the merchant had changed the date of the concert. NatWest considered raising a chargeback, however as the tickets weren't cancelled (and were still for a future date at this point) it didn't think it could progress the claim. It also said that the merchant hadn't breached the contract as it wasn't required to provide a refund in the event the concert was rescheduled.

Mrs A wasn't happy with NatWest's response and so raised a complaint with our service. Mrs A also wasn't happy with the delays she feels NatWest caused in considering this matter and that as part of its response it suggested she try to resell the concert tickets. However, by this time the rescheduled concert had already taken place.

One of our investigators considered Mrs A's complaint. They didn't think the chargeback had a reasonable prospect of success, so they didn't think NatWest had handled the claim unfairly. They also didn't think there had been a breach of contract. So they didn't think NatWest should have acted differently in light of its responsibilities under s.75 of the Consumer Credit Act 1974 (CCA).

The investigator did think that NatWest had caused unnecessary delays and hadn't been initially clear with Mrs A about the outcome of the dispute. In addition, they thought NatWest had provided impractical advice (with regards to suggesting she sell the tickets after the rescheduled concert had taken place). So, they awarded £150 in compensation to recognise the stress and upset this will have caused Mrs A.

NatWest accepted the investigator's opinion. Mrs A didn't accept and asked for an ombudsman to consider the complaint.

## **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 done so, I'm reaching the same conclusion as the investigator. I appreciate this will be disappointing for Mrs A.

In the circumstances of this complaint there were two ways NatWest could have looked to help Mrs A recover the funds paid. This was either through a chargeback claim or by considering its liabilities under s.75 CCA.

### *Chargeback*

A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of specific situations.

There's no automatic right to a chargeback; the chargeback process doesn't give consumers legal rights; and chargeback is not a guaranteed method of getting a refund because chargebacks may be defended by the merchant. This is because the rules, set out by the card scheme lay down strict conditions which must be satisfied for a chargeback claim to succeed. If a financial business thinks that a claim won't be successful, it doesn't have to raise a chargeback. But where there's a reasonable chance of success, I'd expect a financial business to raise a chargeback.

Looking at the facts of this case and the relevant chargeback rules, I agree that this dispute had no reasonable prospect for success. So, I don't think NatWest treated Mrs A unfairly by not raising it. The event wasn't cancelled, it was rescheduled to a later date. This was allowed under the terms and conditions of the contract and in these circumstances Mrs A wasn't entitled to a refund from the online marketplace. I appreciate this date wasn't convenient for Mrs A. However, I think that if the chargeback had been raised, the merchant would have been able to provide a strong defence by relying on the terms of the contract. And so, I don't agree the chargeback had any real prospect of success.

### *s.75 CCA*

When something goes wrong with goods or services and the payment was made, in part or whole, with certain types of credit, it might be possible to make a s.75 CCA claim. This section of the CCA says that in certain circumstances the borrower under the credit agreement can make a like claim against the credit provider, as they can against the supplier, if there's been a breach of contract or misrepresentation.

NatWest has said Mrs A didn't specifically raise a claim. However, I would expect NatWest to have considered this when it became clear that Mrs A's chargeback had no real prospect for success.

Looking at the facts of this dispute, I can't see there has been a breach of contract in this case. The event was rearranged by the event organiser (which wasn't the seller). The online marketplace had no control over this, so it's reasonable and common that it would limit its liability in these circumstances. As explained above, the terms and conditions made it clear that there was no right to a refund if the event was rescheduled. So, I can't see that there has been a breach of contract.

Mrs A has also said that she tried to resell the tickets through the merchant but couldn't as she is based in the UK. However, her contract also says that attempting to resell the tickets through the merchant is subject to additional terms and conditions. It is detailed on the selling section of the website that if reselling tickets for events in the US, the seller needs to be based in the US. This is also in the merchant's seller terms and conditions. So again, I also don't think that this is a breach of contract.

It's not clear whether or not NatWest considered a s.75 CCA claim. However, even if it didn't, I can't say Mrs A has lost out because of this as I don't think the claim would have been successful in any event.

#### *Additional considerations*

As the investigator explained, this was a fairly simple claim. So I would have expected the outcome to have been clearly communicated by NatWest and with minimal delays. However, as NatWest has agreed, there were unreasonable delays and I can't see the outcome was clearly communicated until its final response letter was issued. I also agree that the suggestion to resell the tickets, after the rescheduled event had taken place, would have been frustrating for Mrs A.

To compensate Mrs A for these errors, NatWest has agreed to pay £150 in compensation. I think this is a fair amount to recognise the above errors.

#### **My final decision**

For the reasons I've explained, I uphold this complaint in part and require National Westminster Bank Plc to pay £150 compensation to Mrs A. I make no other award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 5 November 2025.

Claire Lisle  
**Ombudsman**