

The complaint

Mr D has complained National Westminster Bank Public Limited Company (NatWest) acted unfairly when declining his claim for money back.

What happened

The parties are familiar with the background details of this complaint – so, I'll only briefly summarise them here. It reflects my role of resolving disputes quickly with minimum formality.

On 31 August 2024, Mr D bought a ticket to an event that was to take place later that day. Mr D bought the ticket via a third-party ticketing platform – who I'll refer to as S. Mr D paid (inclusive of booking fees) 392.49EUR using his debit card. This resulted in NatWest debiting £339.97 for this transaction from Mr D's current account a couple of days later.

Mr D says he received notification from S that the ticket was available for him to download. But after travelling to the venue, he was unable to access the ticket through the account he holds with S. So, Mr D says he contacted S for help. But this proved unsuccessful because the support service was closed. Mr D says this meant he was unable to gain entry to the event. So, he contacted S asking for a refund.

S responded a couple of days later to make Mr D aware he'd contacted the wrong part of S and to provide him with the correct contact details. Mr D says he did as S suggested, but they declined to give him the refund. So, Mr D asked NatWest to raise a chargeback for the disputed amount – which they did. NatWest also applied a temporary credit (of £339.97) to Mr D's current account. NatWest warned Mr D this would be reversed if the chargeback was unsuccessful.

S defended the chargeback saying the ticket had been provided and there was no reason Mr D wouldn't have been able to use it. NatWest emailed the evidence S had provided to Mr D. This included a transaction history which supported the ticket had been successfully downloaded by Mr D on the day of the event.

NatWest asked Mr D to let them know within ten days if he disputed what S had said, and if so, to provide them with further evidence to support his claim. Mr D responded after 14 days asking NatWest to pursue the claim. Mr D sent NatWest a copy of the message he'd sent to S on the day of the event asking them for help and the response he received. NatWest informed Mr D that they were not going to proceed with the chargeback. NatWest also let Mr D know they would be taking back the temporary credit.

Mr D didn't think it was fair for NatWest to close the chargeback because he'd contacted them only four days after the response deadline had expired. Mr D explained the reason for the delay was because NatWest's email had gone to his junk folder. Mr D asked NatWest to reconsider their position. But NatWest declined to reopen the chargeback. So, Mr D raised a complaint about how NatWest had handled the chargeback and the outcome.

NatWest considered Mr D's complaint. But they didn't believe they'd done anything wrong. So, Mr D brought his complaint to the Financial Ombudsman.

Our Investigator didn't uphold the complaint. Due to the strict rules that govern chargebacks, she concluded NatWest had treated Mr D fairly. The Investigator also considered that even had NatWest pursued the chargeback, it was unlikely it would have succeeded.

As Mr D didn't agree with our Investigator's findings, the complaint has come 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.

A 'chargeback' is a way for a debit or credit card provider (NatWest) to reclaim money from the supplier's (S's) bank when a consumer (Mr D) doesn't get the goods or services they paid for. It isn't a legal right and there's no guarantee the card provider will be able to recover the money this way. It's a voluntary scheme and the process must follow the scheme rules. As Mr D's NatWest debit card was issued under the Mastercard brand, the Mastercard chargeback rules apply here.

The scheme rules are written by MasterCard – not NatWest. NatWest must follow the rules – which are strict, and time limits apply. The rules allow the supplier to either accept the dispute or provide evidence in defence of the chargeback. If an amicable conclusion can't be reached, it's Mastercard who decides the outcome of the dispute – not NatWest.

As it's a voluntary scheme, NatWest didn't have to submit a chargeback to MasterCard or appeal a decision. But, when there's a reasonable prospect of success, I'd expect them to do so.

NatWest did raise a chargeback on the basis the goods/service Mr D had bought hadn't been provided by S. I think this was the correct thing for NatWest to do based on the initial information Mr D provided to them.

It seems Mr D purchased the ticket from the ticketing platform which is operated from the US. This would explain why some of the time stamps quote 'Pacific Time'. Mr D thought he'd contacted the same part of S when he asked for help. But he actually contacted the International arm of S. These two parts of S operate independently of each other, with separate ownership and management – meaning they're unable to share information. It appears Mr D wasn't aware of this. However, it helps to explain why Mr D says he was unable to get immediate help from S while at the venue. How the supplier operates isn't something I can look at. Nor is it something I can hold NatWest accountable for – they have no control or influence over how S conducts their business.

As part of their defence, S provided evidence to support Mr D had successfully downloaded the ticket prior to the event starting. S also said there was no reason why Mr D shouldn't have been able to access or use the E-ticket while he was at the venue. I appreciate why NatWest found this evidence to be persuasive and made the decision to not automatically proceed to the next, pre arbitration, stage. Instead, NatWest sent the evidence S had provided to Mr D and asked him to let them know within ten days if he wished to continue with the claim. I consider this comprised of a reasonable course of action. Had NatWest proceeded with the chargeback at this stage, I think there was little prospect of it succeeding given it seems the ticket Mr D had purchased had been provided by S.

Mr D emailed NatWest four days after the response deadline had expired, attaching some further supporting documents. So, I appreciate why Mr D was unhappy when NatWest said they weren't going to proceed with the chargeback. But I don't think this was unreasonable due to the lack of rebuttal evidence. Even had NatWest continued with the chargeback, I think it's unlikely Mastercard would have found in Mr D's favour. I'll explain why.

Mr D has provided a copy of the message he received from S which confirmed his ticket was ready and it should now be accessible through his account. This message also provided a link to enable an E-Ticket to be downloaded, and it encouraged Mr D to check his ticket was correct. The evidence S has provided to show Mr D successfully downloaded the ticket (around an hour after he bought it) is persuasive. Mr D says he was unable to access the ticket while at the venue through his account.

I appreciate it can be difficult to prove a negative. Mr D says he has been unable to provide copies of any of the communications he exchanged with the US part of S about his refund request because S has blocked his account. But this meant NatWest didn't know what reason(s), if any, S gave as to why Mr D may have been unable to access his ticket through his App while at the venue or download the E-ticket via the provided link. In addition, NatWest wasn't provided with any evidence to support S's systems were suffering from any technical issues at the time - which would have prevented Mr D from accessing and using the ticket.

I consider NatWest acted fairly when deciding to cease the chargeback proceedings at the point they did. Had NatWest asked Mastercard to make a final arbitration ruling, I think it's unlikely Mastercard would have ruled that the chargeback should succeed. I say this because I don't believe the evidence Mr D had provided to NatWest was sufficiently persuasive for Mastercard to have decided the service/goods Mr D had paid for hadn't been provided by S.

I appreciate Mr D has strong feelings about what happened. This is understandable given he paid for an event which he says he was unable to attend because he couldn't access the ticket. However, given I'm satisfied NatWest processed the chargeback correctly and in line with the scheme rules and they did so in a timely manner, I'm not asking NatWest to take any further action.

Other issues

I'm aware Mr D has raised concerns about his overdraft limit being reduced and some of the charges and missed payment fees that have been applied to his current account, following NatWest saying they were going to take back the temporary credit. This isn't something I can look at as part of this complaint because I'm considering the complaint Mr D raised that led to S issuing their final response that addressed those issues. If Mr D hasn't done so already, he can ask NatWest to look at these new issues. If Mr D is unhappy with the outcome of NatWest's investigation, and their new final response, it might be something the Financial Ombudsman can look at.

Mr D has also explained he's suffering distress and anxiety due to NatWest chasing him for repayment of the temporary credit and inconvenience and financial hardship due to NatWest reducing his overdraft limit. I'd remind NatWest of their obligation to treat Mr D with forbearance and due consideration if he's experiencing financial difficulties.

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 Mr D to accept or reject my decision before 1 January 2026.

Carl Bibby
Ombudsman