

## **The complaint**

Mr F has complained about how NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) handled his request to chargeback a transaction.

## **What happened**

In October 2024, Mr F made a £200.00 payment to an online marketplace, for an electric scooter, using his NatWest debit card.

Mr F says that the scooter was faulty and his attempts to resolve the issue with the seller and online marketplace were unsuccessful. In December 2024 he raised his concerns with NatWest. NatWest requested further evidence from Mr F, and after receiving evidence from Mr F, it decided not to pursue the chargeback further.

Mr F raised a complaint and in response, NatWest explained that due to the large volume of claims Mr F raised, it needed evidence that he approached the retailer and that he tried to return the goods. It said it was unable to assist because he had not provided this evidence. It said the call log, in which Mr F had made notes of his contact with the retailer, was insufficient, and instead it required copies of letters or emails.

One of our Investigators considered the complaint and didn't find that NatWest had treated Mr F unfairly. She explained that a chargeback was not a consumer right and that it would be good practice for one to be raised where there were grounds to raise one and there was a reasonable prospect of success. She said NatWest's request for information was fair and as Mr F didn't provide evidence to show he tried to resolve matters with the online marketplace, noting that the handwritten call log was not enough, NatWest didn't have enough evidence to pursue a chargeback claim.

Mr F didn't agree and provided further evidence to demonstrate that he contacted a retailer through the online marketplace messaging system about the issue with the scooter in November 2024 and February 2025. Our Investigator reconsidered and explained that as there was no evidence that Mr F had provided this evidence to NatWest, her opinion remained the same. She went on to say that even if Mr F had provided this evidence to NatWest, she didn't think the chargeback would have been successful, because the messages didn't prove Mr F had made attempts to return the item, or proved it was faulty.

Mr F didn't agree with our Investigator's opinion on his complaint and so the complaint has been passed to me to decide.

## **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.

My summary above and comments below will focus on what I consider to be the key points to this complaint. Whilst I've considered everything in detail, if I don't comment on a particular point it's because I don't feel that I need to in order to reach a fair answer on this

complaint. It's not meant as a discourtesy, but instead it reflects the informal nature of this service.

I want to make it clear that I'm not considering the actions of the merchant, nor the online marketplace, as that doesn't fall within this service's remit. Instead my role is to consider the actions of NatWest only. Whilst there may have been issues, it doesn't necessarily mean that NatWest treated Mr F unfairly.

As Mr F made the payment in dispute via debit card, the only way NatWest could potentially assist him in getting a refund was through the chargeback scheme. I need to determine whether NatWest treated Mr F fairly in how it dealt with the chargeback request, including its decision not to attempt one.

There are set rules and criteria under which NatWest would need to follow as part of the chargeback process. These rules are set by the card scheme and cannot be altered or amended by NatWest under any circumstances. Part of these rules set out the situations in which a chargeback can be raised in the form of reason codes, along with specific criteria for each code.

A chargeback isn't an automatic right for consumers and in Mr F's circumstances NatWest had discretion to decide whether to attempt one or not. However, in treating Mr F fairly I'd expect it to attempt one if the scheme rules provided a specific option for his dispute and it had a reasonable prospect of success. If a chargeback is attempted, it would be for NatWest to decide whether to pursue it further to each subsequent stage, depending on whether it considered there was a good prospect of it succeeding at each stage or not.

NatWest says that it didn't raise the chargeback because it said it didn't receive enough evidence from Mr F that he had tried to resolve the matter with the merchant. Whilst I think there was a valid dispute reason code applicable to the dispute of '*Goods or Services Were Either Not as Described or Defective*', I'm not persuaded the chargeback had a reasonable prospect of succeeding, had it been attempted. I'll explain.

The applicable dispute reason code sets out a requirement that '*The cardholder contacted the merchant, or attempted to contact the merchant, to resolve the dispute.*' NatWest said it did not receive evidence of this and Mr F says he provided it. I can't be sure of what evidence Mr F provided to NatWest, but I do note that since contacting this service, Mr F has provided evidence that he contacted the seller to try and resolve the issue and started a process with the online marketplace to return the item, which was unsuccessful. Mr F has not been able to show he sent this evidence to NatWest, and NatWest has no record of it, so on balance, I'm not persuaded NatWest received this. As this was a requirement for the chargeback to be attempted, I don't think NatWest treated Mr F unfairly when it decided not to pursue the chargeback further.

In any event, even if I were persuaded that this evidence was sent and therefore that NatWest ought to have attempted the chargeback, I don't think the chargeback would have been successful for other reasons. I've taken into account that the rules state that in order to take the chargeback to the second stage of the process, called pre arbitration, '*documentation necessary to support the validity of the dispute*' is required. I've thought then about what likely would have happened had NatWest requested this supporting evidence from Mr F, and I think it's more likely than not that this would have included evidence that the scooter was faulty, given this was the basis for requesting a refund.

Given that Mr F hasn't been able to provide our service with evidence to demonstrate that the scooter was faulty when it was supplied, I'm not persuaded that he would have provided this evidence to NatWest. Mr F has confirmed he has provided all evidence he could, which

doesn't include any evidence of the condition of the scooter. As a result, I think it's more likely than not that if NatWest attempted the chargeback, it would have concluded that the chargeback didn't have a good prospect of succeeding and as a result I think it likely would have made the decision not to pursue it further. It follows that regardless of whether NatWest received the evidence that Mr F tried to resolve matters with the merchant or not, and whether he tried to return the item, it seems the chargeback would likely have been unsuccessful for other reasons, which means that it's unlikely that Mr F would have received the requested refund.

It follows that, as I've not seen persuasive evidence that the chargeback would have been successful, I'm not persuaded that Mr F has lost out. It follows that I will not be asking NatWest to do anything more.

### **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 F to accept or reject my decision before 10 February 2026.

Daniella Roberts  
**Ombudsman**