

The complaint

Miss M has complained about the way National Westminster Bank Public Limited Company dealt with a claim for money back in relation to a transaction made using a debit card.

What happened

The circumstances of the complaint are well known to the parties so I won't go over everything again in detail. But to summarise, Miss M used her debit card to pay £110 for hair treatment in July 2024. Miss M said the hairdresser didn't apply the treatment properly; her hair was shedding after it; and it was cut uneven. Miss M said this caused distress and inconvenience. Miss M contacted NatWest to put in a claim. She also said she'd been in contact with the hairdressers, but it refused to offer a refund.

NatWest said it contacted Miss M to ask for more information about the dispute and closed the claim when it didn't hear back from her. It said it was ultimately unable to assist her. Miss M decided to refer her complaint to the Financial Ombudsman. She also complained about how NatWest handled the claim.

One of our investigators looked into things and said she didn't think the chargeback had a reasonable prospect of success. She also said she thought NatWest communicated fairly, so she didn't uphold the complaint.

Miss M didn't agree, 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.

I want to acknowledge 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'm required to decide matters quickly and with minimum formality. But I want to assure Miss M and NatWest that I've reviewed everything on file. And 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.

I'm sorry to hear Miss M wasn't happy with the service she received from the hairdresser. I can't imagine how she must have felt, but I thank her for taking the time to bring her complaint.

What I need to consider is whether NatWest – as a provider of financial services – has acted fairly and reasonably in the way it handled Miss M's request for getting money back. It's important to note NatWest isn't the supplier. I've gone on to think about the specific card protections that are available. In situations like this, NatWest can consider raising a chargeback.

The chargeback process provides a way for a card issuer to ask for a payment to be refunded in certain circumstances. The chargeback process is subject to rules made by the relevant card scheme. It's not a guaranteed way of getting money back.

While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success, there are grounds or dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.

Miss M isn't disputing she received the service from the supplier. But she thinks the service provided wasn't carried out with reasonable care and skill, or that it was defective.

For the chargeback to have succeeded I think NatWest would have needed to see that Miss M had tried to resolve things with the merchant, and that there was sufficient evidence the services provided were defective. I think NatWest could have been clearer about the options Miss M had for chargeback. It seems like it only wanted to pursue it if the service wasn't received or if it was clearly not as described, whereas there are also chargeback conditions relating to defective services. But, based on what I've seen, there was a lack of evidence supplied to have supported a successful chargeback.

I'm not a hair treatment expert and neither is NatWest or the card scheme. Given Miss M said the merchant had refused to refund her when she raised her claim, it's likely it would have defended the chargeback had NatWest decided to raise it. And even if NatWest had decided to pursue the chargeback further to arbitration, based on what I've seen, I don't think the card scheme would have had enough evidence to determine the services were defective. I don't think Miss M's description of the circumstances would have been enough. There's a lack of supporting evidence to have shown that the services were defective. That's not to say something definitely didn't go wrong, but I think NatWest would have wanted to be more confident the chargeback had a reasonable prospect of success before deciding to raise it. I do appreciate it might be hard to evidence hair treatment wasn't carried out properly. But overall, I don't find I have the grounds to direct NatWest to refund Miss M the cost of treatment she paid for.

I've also considered how NatWest handled the claim overall. NatWest wrote out to Miss M requesting supporting information when she raised the claim. It closed the claim when it didn't hear back. It reopened the case when Miss M contacted it again, but it informed her again the claim was declined. Miss M said she didn't receive contact from NatWest and she had to chase it. On balance, I think NatWest did contact her to request information. It checked the contact details it had for her and explained how she could update her details if required. I think that was fair of it. Overall, I think NatWest broadly handled things fairly, and I'm therefore not going to direct it to take any action.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 27 January 2026.

Simon Wingfield
Ombudsman