

The complaint

Ms K complains NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (“NatWest”) won’t refund a transaction made from her account which she says she didn’t authorise.

What happened

A payment of £128.86 was made from Ms K’s account on 25 February 2025 to an airline. Ms K says she forced by the airline at check-in to check the bag into the hold and was charged for doing so. Ms K says she should’ve been permitted to take the bag as hand-luggage which would’ve been free of charge.

Ms K asked reported the transaction to NatWest as fraud and asked it to raise a chargeback. NatWest looked into the transaction but said it was satisfied Ms K authorised it and, in the circumstances, there were no applicable chargeback rights. So, it didn’t agree to refund the transaction.

Following a complaint, NatWest still refused to refund the transaction. So, Ms K referred her complaint to our service.

An Investigator considered the circumstances. She said, in summary, she was satisfied – given that Ms K had said she made the payment herself – that it had been properly authorised. She also didn’t think NatWest had made a mistake in respect of the chargeback.

Ms K didn’t agree with the Investigator’s findings. She maintained the airline had charged her when they shouldn’t have and it couldn’t be considered authorised because she was forced to make the payment under duress.

As Ms K didn’t agree, the complaint’s 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 think it’s important to explain I’ve considered all of the information provided by both parties in reaching my decision. If I’ve not reflected or answered something that’s been said it’s not because I didn’t see it, it’s because I didn’t deem it relevant to the crux of the complaint. This isn’t intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Authorisation

Under the Payment Services Regulations 2017 (“PSRs”), generally, NatWest can hold Ms K liable for the disputed transaction if the evidence suggests that she made or authorised the transaction.

I understand Ms K says she didn't consent to the payment – she has referred to being forced into making the payment by the airline staff. It's important to note that consent can mean different things in different contexts, and the tests vary depending on the applicable law. For example, the requirements around consent in a healthcare setting are different to a data protection setting.

Under the PSRs, giving consent to a payment is a formal concept. Consent is given when an agreed procedure is completed by the payer. The reasons of the payer for doing so are not referenced, nor is there a requirement for the payer to have wanted to make the payment.

Here, it's not in dispute that the payments were correctly authenticated and for Ms K to give consent, it must be in accordance with the procedure agreed between Ms K and NatWest. The terms and conditions don't appear to specify exactly how Ms K gives consent to card payments. But broadly speaking, this would be the use of Ms K's physical card (along with the PIN/signature or a contactless payment) or card details (the card number, expiry date and/or security code).

I accept that Ms K says she was being wrongly charged by the airline. But, as I've already explained, for the purposes of the PSRs Ms K isn't required to have intended to make the payment or to agree that the airline was entitled to charge her in the circumstances. If Ms K was forced into making the payment, she would remain responsible for it if she completed the transaction herself or agreed to it taking place at the time – which I'm persuaded she did in order to be allowed to board the flight.

Chargeback

Ms K asked NatWest to raise a chargeback because she says she was charged when she shouldn't have been. But there are specific categories under which chargebacks can be made – none of which apply in Ms K's case. And I can see that NatWest tried to help Ms K by considering whether a chargeback would've been appropriate. But I don't find it treated her unfairly by ultimately deciding not to attempt one as I don't think, in these circumstances, it would likely have been successful.

I know Ms K feels strongly about what's happened here and I'm sorry to hear how stressful the interaction she had at the airport was for her. Nevertheless, I find Ms K authorised the disputed transaction, though I accept Ms K says she was charged in circumstances she shouldn't have been. But, for the reasons I've set out above, I don't think NatWest is responsible for refunding her in these circumstances.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 10 April 2026.

Eleanor Rippengale
Ombudsman