

The complaint

Ms M has complained about the way National Westminster Bank Public Limited Company ('NatWest') dealt with her claim for money back in relation to a purchase she made using her debit card.

What happened

In late 2024 Ms M travelled abroad to undergo a cosmetic procedure from a business I'll call 'B'. She paid around £951 using her NatWest debit card. Following her return home Ms M began to experience post-surgery complications for which she was admitted to hospital. Ms M believes the procedure was poorly performed and left her with significant complications.

Ms M has said that she contacted NatWest in February 2025 to raise her dispute and sought an update from it in March 2025. NatWest have said Ms M asked it for help for the first time on 27 March 2025. So, it said it thought she was too late to raise a chargeback through the MasterCard scheme, which Ms M's debit card belonged to. However, NatWest offered £50 to apologise for any frustration. NatWest said if the chargeback had been raised in time Ms M didn't have the evidence MasterCard would require for the chargeback to be successful.

Unhappy with how NatWest had handled things, Ms M came to our service, and an investigator considered her complaint. He said that looking at the evidence he didn't think the chargeback had been raised in time, so NatWest hadn't dealt with things unfairly.

Ms M didn't agree, she maintained she had initially contacted NatWest in February 2025. So, the complaint was progressed to the next stage of our process, an ombudsman's 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.

I'm aware I've summarised the events of the complaint to some degree. 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 Ms 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 also want to say I'm very sorry to hear about the problems Ms M faced following the procedure. I appreciate it cost a significant sum, and I can't imagine how she must've felt. But it's important to set out up front that even if the complaint was upheld, I'm unable to make an award for loss of amenity. So, if Ms M was looking to pursue this aspect of the complaint, she may wish to seek independent legal advice, because I can't cover it in a decision.

What I need to consider here is whether NatWest – as a provider of financial services – has acted fairly and reasonably in the way it handled Ms M's request for getting her money back.

It's important to note that NatWest isn't the supplier of services which this dispute centres around.

So, I've thought about the card protections that are available. In situations like this, NatWest can consider raising a chargeback.

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. Whilst 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.

It looks like NatWest have used the chargeback reason code 'goods or services were not as described or defective' to determine Ms M was out of time. I agree this is the most appropriate code to use.

Under this reason there is a timeframe that the chargeback must be brought 120 days from the transaction settlement date, or 120 days from the delivery/cancellation date of the goods or services.

Looking through the complaint, I can see in an email to B Ms M said the cosmetic procedure was performed on 1 November 2024. She paid for the procedure on 4 November 2024. So, it seems to me she had until 4 March 2025 to have been 'in time' under the chargeback time limits.

Ms M has told us she first contacted NatWest on 11 February 2025. NatWest hasn't got a record of Ms M contacting them on this date. After searching its systems, it can see one call from her on 17 February 2025 with a duration of around 4 seconds. NatWest has said the phone was put down whilst in the queue waiting for someone to answer. NatWest then has a note on its system from 27 March 2025 which indicates Ms M came to it for the first time to ask for help.

Ms M has said the dropped call on 17 February 2025 is further evidence she was consistently trying to pursue the matter within the 120 days.

Whilst I appreciate the situation must have been extremely stressful for Ms M, there is not enough evidence that she contacted NatWest on 11 February 2025, and the evidence on file doesn't support the claim was raised on 17 February 2025 either. The evidence suggests the claim was raised on 27 March 2025. So, on balance it seems to me Ms M asked NatWest to raise the chargeback 'out of time'.

Even if I'm wrong here, and NatWest did something incorrectly. I've thought if it's likely the chargeback would have been successful. Under the reason code, 'goods or services were not as described or defective', there are chargeback conditions one being that Ms M contacted B to resolve the dispute. It looks like Ms M did this on 17 February 2025, I say this because I can see she wrote to B on this day. So, even if she had contacted NatWest on 11 February 2025, it's likely she wouldn't have met this condition at that point in time based on what I've seen.

Another condition is that B refused to help Ms M. B responded to Ms M's complaint on 6 March 2025, B did defend the procedure it performed and explained it was done within certain guidelines. However, B also wanted to meet with Ms M to discuss things and gain more understanding of what had happened. To me it doesn't look like B had refused to help Ms M, so it's arguable she may also have not met this condition.

Under the rules, once a chargeback has been submitted, they allow a given period for B to reply to say whether it agrees or not. As I've set out whilst B wanted to gain more of an understanding, it did defend the procedure it performed. Whilst I can't know for certain, given what's happened I think it likely B would have defended a chargeback had one been raised.

So, this would have led NatWest to have to decide if it would make further representations on Ms M's behalf, if it considered B had raised a weak or invalid defence.

Ms M has told us that she wasn't given any paperwork following the procedure. There also isn't any supporting evidence such as a medical report, which says that the service carried out was 'defective'. Unfortunately, the evidence isn't very clear here. So, even if the claim had been brought in time, I don't think the evidence would've likely led to a successful claim.

To conclude, on balance it seems to me Ms M asked NatWest to raise the chargeback 'out of time'. Even if I'm wrong, I don't think Ms M would have met certain conditions within the rules. And given the unclear evidence in this case, I think it unlikely in my view (although I can't be sure) that MasterCard would have been able to determine if the procedure was not as described or defective. So, I don't think NatWest acted unfairly, or unreasonably by not submitting a chargeback for Ms M.

My final decision

NatWest have offered Ms M £50 for any frustration caused. I think this offer is fair in all the circumstances. So, my final decision is that, to the extent not done so already, National Westminster Bank Public Limited Company should pay Ms M £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 2 March 2026.

Helen Boulton-Agg
Ombudsman