

The complaint

Miss P is unhappy that Nationwide Building Society (Nationwide) failed to assist her with a dispute she raised for transactions made on her debit card.

What happened

In June 2024, Miss P made multiple transactions to an IVF clinic based in a foreign country. Miss P says that she undertook her last treatment with the clinic on 12 June 2024.

Upon returning to the United Kingdom, Miss P says she spoke to clinics here and was told she had been overcharged. She therefore contacted the clinic who said the difference in cost was due to inflation. Miss P says that in January 2025, the clinic stopped communicating with her.

Given this Miss P contacted Nationwide in April 2025 to see if it could assist her in retrieving the amount she believed she had overpaid. Miss P also added that the treatment she'd received had been unsuccessful. Nationwide explained that it wasn't able to raise a claim for her as the permitted timeframes to do so had already passed. Miss P said she wasn't aware until recently that she'd been overcharged, so mitigating circumstances should apply. Nationwide said it would log a complaint.

As part of the complaint, Miss P added that she also wanted to dispute two payments (one from October 2024 and another in December 2024). These transactions were used to purchase travel cards with a third-party provider. On 23 April 2025 Nationwide issued its final response. In this Nationwide reiterated that Miss P was outside the 120-day timeframe allowed for a VISA dispute to be raised and because a debit card had been used, S.75 of the Consumer Credit Act 1974 (CCA) didn't apply. Regarding the transactions for the travel cards, Nationwide said Miss P had correctly received the funds onto the cards and it couldn't raise a dispute for what those funds were then spent on once the money had been received.

Miss P remained unhappy and referred her complaint to the Financial Ombudsman Service. One of our investigators considered the complaint and concluded that Nationwide was correct in advising the dispute had been raised too late. They added that if Miss P wanted to dispute purchases made using the third-party travel cards, she would need to raise this with the third party directly, as Nationwide's role was to authorise the transfer of funds to the cards which is what happened without issue.

Miss P didn't agree and in summary said Nationwide didn't even try and contact the clinic to attempt to get her money back. Miss P added there seems to be one rule for the banking system and another for credit cards, which is unfair given to get a credit card you need assets.

As Miss P didn't agree, 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 would like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not

because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Nationwide looked to see if it could assist Miss P in retrieving a refund via the chargeback process. Chargeback is the process by which settlement disputes are resolved between card issuers and merchants, under the relevant card scheme. For Miss P's debit card, the relevant card scheme is VISA.

There is no right to a chargeback. But where grounds for one to be raised are evident and importantly the chargeback has a reasonable prospect of success, it is good practice for one to be raised by the card issuer. Nationwide didn't attempt chargebacks for Miss P transactions to the clinic in this case, as it didn't believe it was raised in time and therefore it had no reasonable prospect of success.

I've looked at the VISA chargeback rules which gives the full list of dispute reasons that can be used for a chargeback and the criteria needed for one to be raised. There isn't a chargeback reason for where a consumer is unhappy with the price they paid. There's no evidence here that an incorrect amount was charged, just that after speaking to another clinic Miss P believed what she had paid was too much. Ultimately, it's for a consumer to be satisfied with the price before agreeing to the transaction.

But given what Miss P also said about the treatment she'd received, there is a relevant dispute code that Nationwide could have used for that. This would be where the merchandise/services were not as described or defective. For this reason code the VISA rules, which Nationwide must adhere to, say that a dispute must be processed within 120 calendar days of either the transaction processing date or the date the cardholder received the services.

In this case all the transactions to the clinic debit Miss P's account on 10 June 2024. I note 9 June 2024 is given as the effective date on the statement, but I don't think it matters given Miss P has also confirmed to our service that her last treatment was on 12 June 2024. So, I'm satisfied for Miss P's dispute 12 June 2024 is the latest possible date the 120-time limit can start from. This would mean Miss P had until 10 October 2024 to raise chargebacks.

Miss P didn't contact Nationwide until April 2025. So unfortunately, she was outside the permitted 120 days. I fully appreciate the reasons Miss P has given for this. But Nationwide are bound by VISA's strict rules regarding timeframes. I acknowledge that Miss P has said she wants to challenge the way VISA is allowed to designate the terms of potential refunds. But that isn't something I can comment on. Here the complaint is against Nationwide and its Nationwide's actions I have the power to consider. And in doing so I'm satisfied it acted correctly when it advised Miss P it couldn't assist due to the dispute being raised outside of the timeframes VISA allows.

Miss P has also mentioned it's unfair that credit cards offer more protection when these are harder to acquire. This isn't something I feel is relevant to this complaint. I can't look at hypothetical situations. Ultimately Miss P paid using her debit card, so any potential additional protection of paying by credit card don't apply to her.

Lastly Miss P raised concerns regarding two transactions she used to purchase/top up a travel card or cards. It's not clear if the payments were used to fund the same card or two separate ones with the third party. But in any event, Nationwide could only have possibly assisted with those transactions if there was an issue with the transfer of money from Nationwide to the third-party card. Which isn't the case here.

Miss P hasn't disputed that the funds she paid from her Nationwide debit card were transferred to the third party. She wants to dispute payments she then used that card to make. That may be something Miss P could potentially raise with the third-party travel card provider. But I've not considered that further as part of this complaint.

My final decision

I don't uphold Miss P's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 6 January 2026.

Paul Blower
Ombudsman