

The complaint

Mr D has complained that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY “NatWest” declined his claim for money back in relation to a large stove he bought using credit it provided.

Mr D’s credit card provider was originally a different bank, but NatWest is now responsible for answering his complaint. To keep things simple, I’ve referred to NatWest as the credit card provider throughout this decision.

What happened

The facts of this case are not disputed so I’ve only briefly set them out here. Mr D bought a large stove (the stove) and stand from a supplier (who I’ll refer to as S), in April 2024 for just over £2170. Mr D used his NatWest credit card to pay for the items. The stove and stand were delivered on 3 May 2024, but I understand the stand was returned and a refund was issued to Mr D for the stand.

Mr D contacted S on 30 September 2024, to explain that smoke was coming out of the stove door, and he felt this was a design fault. S replied asking for the commissioning certificate that would have been provided during the installation as well as the result of a flue test that would have been done. It also provided advice on how Mr D could use the stove to see if the smoke was being caused by the way it was being used or the change in cold weather.

Between then and throughout October 2024, S and Mr D exchanged multiple communications. Essentially S asked for the flue test reading and a copy of the commissioning certificate which would have been provided by the installer, as well as photos of various parts of the stove to help determine the cause of the smoke and it also asked for the serial number. Mr D provided everything but the commissioning certificate and the flue test reading. In addition, Mr D also provided screenshots of other consumers who’d reported the same sort of issues. He confirmed a flue test had been done but didn’t provide the results or the copy of the commissioning certificate.

Mr D offered to arrange another flue test to be carried out but asked that S cover the cost of it. S refused to pay for another flue test saying it simply wanted the reading of the original one, and a copy of the commissioning certificate. When this wasn’t received, S stopped responding to Mr D’s communications.

On 28 October 2024, NatWest received a dispute from Mr D raising his concerns and asking for help in resolving the matter. NatWest initially considered a claim under the Mastercard chargeback scheme but declined it. It then considered a claim for Mr D under section 75 of the Consumer Credit Act 1974 (section 75). They asked Mr D to provide an independent report regarding the fault.

Mr D provided a report which concluded that the stove was dangerous and shouldn’t be used and confirmed he’d had it removed and installed another one. My understanding is that he used a different company to remove and install a new stove to the one that originally

installed the first stove. Although he still retains the original stove provided by S ready for collection.

However, NatWest subsequently declined a claim under section 75. The report provided was handwritten on paper by a company that was a chimney sweeping company. NatWest required the report to be provided on headed paper with the experts company details and its credentials. Mr D did confirm the company was VAT registered but this did not change NatWest's view of the claim, and it eventually issued a final response to Mr D's complaint on the same basis.

Unhappy, Mr D referred the matter to our service. He reiterated his concerns that the stove was faulty, and he'd provided an independent report which he'd paid for.

Mr D's complaint was considered by one of our investigators. They didn't think NatWest needed to do any more in relation to Mr D's chargeback claim. They also felt there was insufficient evidence to show there was a breach of contract or misrepresentation so didn't think Mr D's complaint should be upheld.

Mr D didn't agree but didn't provide any further comments. He did ask for the complaint to be reviewed by an ombudsman. As the complaint couldn't be resolved, the complaint has been passed to me to make a 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.

Firstly, I'd like to reassure Mr D, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of this complaint in this decision as I'm required to decide matters quickly and with minimum formality.

Chargeback

Whenever a consumer makes a claim for money back from their bank, businesses like NatWest have two potential ways to retrieve money back for consumers. A claim under chargeback and a claim under section 75. Initially I'll consider the way NatWest dealt with Mr D's chargeback claim.

It may be helpful to explain that each credit card provider acts under specific chargeback rules that may be different with other credit scheme providers. Chargeback allows for a refund to be requested where money was paid using a plastic card in certain scenarios, such as when goods or services are defective or not as described. Chargeback is designed to be a simple process to settle complaints. The only matters to be considered are the rules set by the card scheme to which the consumer's card belongs, along with the facts of the case. It is not designed to settle complex disputes or to consider legal arguments. The rules are very specific and detailed and usually there's little room for discretion – and they are simply applied to a case as they are.

S's contractual terms say that as Mr D hadn't notified S about the problem with the stove within 7 days of delivery, S had no liability for the damage. So, NatWest felt that his claim would have little to no reasonable prospect of success.

I've noted NatWest reasons for not pursuing a refund but also note, as our investigator pointed out, even if NatWest had tried to pursue this matter it's unlikely a claim would have been successful. This is because the stove was delivered on 3 May and Mr D didn't contact

NatWest for help until 28 October 2024. This was more than 120 days from delivery – so irrespective of the merits of his dispute with S, NatWest would have been unable to make a claim on his behalf under the Mastercard rules.

Mastercard rules do only provide a 120-day time limit to issue a chargeback request. The rules are made and enforced by the card scheme rules and not NatWest – so NatWest is unable to apply any discretion here. So, like our investigator, I don't think NatWest's response to the dispute was unreasonable under the scheme rules or that Mr D lost out as a result of anything that NatWest did/did not do.

Section 75 claim

It may be helpful to explain that I need to consider whether NatWest – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr D's claim. Section 75 is a statutory protection that enables Mr D to make a 'like claim' against NatWest for breach of contract or misrepresentation by a supplier because he paid for the goods using a NatWest credit card. So, I need to consider whether, based on the available evidence, it was fair and reasonable for NatWest to respond to his claim in the way that it did, and if not, if there's grounds for me to uphold Mr D's complaint and order a remedy.

There are certain conditions that need to be met for section 75 to apply. From what I've seen, those conditions have been met, and NatWest doesn't appear to dispute this.

Mr D doesn't appear to be making a claim that the stove has been misrepresented to him but that the stove has an inherent design fault. So I've mainly focused on his claim for breach of contract.

In order to uphold Mr D's section 75 claim on the basis that there has been a breach of contract, Mr D would need to evidence that S breached a term of the contract – and that caused him to suffer loss. He would have to show that either, there was a breach of an express term of the contract or whether there has been a breach of an implied term. The Consumer Rights Act 2015 (CRA) implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

However, in order to assess either a claim for misrepresentation and/or a breach of contract – I'd need to see evidence that the stove was faulty to begin with. I would then need to look into whether any alleged fault means either the stove was misrepresented to Mr D by S, and/or whether such damage amounts to a breach of contract as well.

I understand Mr D has sent in pictures of the stove, screenshots of other consumers who've experienced similar problems as well as a handwritten note from a VAT registered company saying the stove is dangerous. But I don't think it's unfair for NatWest to decline Mr D's claim based on the available evidence and I'll explain why.

Stoves of this nature may suffer problems for an array of reasons, such as not being installed correctly, not being maintained correctly, not being used correctly or accidental damage during use. NatWest would only be liable to offer a remedy if the stove was faulty and unsatisfactory quality rather than if it had been improperly installed by the installer Mr D used to install the product or if it got damaged during the months he had the product. As Mr D is making the claim, the onus is on him to evidence that the item is faulty to begin with.

I can see both the merchant and NatWest have repeatedly asked for copies of the commissioning certificate to show the stove was installed correctly which has never been

provided. I have to bear in mind that Mr D had the product and presumably used the product for almost four months before reporting a problem, should have a certificate to show it was installed correctly, and Mr D hasn't explained why he can't provide the certificate.

An independent report from an expert with experience of this type of product with the correct qualifications and expertise to provide an expert opinion to assess the installation would be good evidence. This would show that the stove has been installed correctly and is actually faulty in the absence of a commissioning certificate being available. But Mr D provided a handwritten note from a chimney sweeping company, and while it may be VAT registered, this doesn't mean it has the expertise to assess the design of stoves and comment on whether it has a design fault and has/has not been installed correctly. Additionally, if this company carried out additional tasks for him, such as chimney sweeping, it wouldn't be regarded as independent.

Mr D appears to have removed the stove unilaterally while his claim was ongoing, so a further independent expert cannot check the original installation and confirm it had been done correctly in the first place and therefore the poor installation of the stove hadn't been the cause of the problems Mr D experienced. NatWest and the merchant are also unable to have the stove examined to check the installation.

Overall, I don't think it's unreasonable for NatWest to conclude the evidence provided in this case isn't sufficient to conclude the stove is inherently faulty as claimed by Mr D. I think it's done enough to show something else might've gone wrong (such as incorrect installation).

I want to be clear, that I am not concluding that something hasn't gone wrong, I can see Mr D feels strongly that the stove is of a faulty design and provided the opinion of the chimney sweeping company, and customer reviews to support his claim. And given how much he paid for it – I can see why he is so disappointed. But while I appreciate Mr D believes the stove isn't designed properly, I don't think he has evidenced this. He has shown a problem occurred after four months of use but cannot show it was installed correctly or explain why this evidence isn't available. So, I don't think NatWest's overall decision to not uphold his claim was unfair.

Overall, I think that Mr D was out of time to raise a chargeback claim under the card scheme rules. I don't think it was unfair for NatWest to conclude that there's insufficient evidence that there's been a breach of contract or misrepresentation. So, it wasn't unreasonable for it to decline this claim. I should point out Mr D doesn't have to accept this decision. He's also free to pursue the complaint by more formal means such as through the courts.

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 Mr D to accept or reject my decision before 5 February 2026.

Asma Begum
Ombudsman