

## **The complaint**

Mr B is unhappy with NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY's ('NatWest') refusal to raise a dispute for him in relation to something he purchased using his debit card.

## **What happened**

I issued my provisional decision to both parties on 5 January 2026 setting out why I thought Mr B's complaint should be upheld in part and invited both parties to provide any further submissions or evidence in reply. The background and my provisional findings are copied below and form part of this final decision.

### Background

Mr B made a purchase through an online retailer for £229.99 on 28 February 2025, and on 4 March 2025 he approached NatWest to raise a dispute on his behalf due to him not receiving the goods.

On 4 March 2025 NatWest told Mr B they would not be raising the dispute as Mr B had raised multiple disputes against retailers and having reviewed this specific dispute NatWest had identified it as potentially fraudulent. NatWest asked Mr B to consider the authenticity of any future claims before submitting them, and noted that Mr B would be required to provide evidence for the claim before it progressed.

Our Investigator initially concluded NatWest had, in the circumstances, acted fairly and so they did not uphold Mr B's complaint.

Mr B strongly disagreed and said NatWest had treated him unfairly by not inviting him to provide supporting evidence to raise the claim until during the course of the complaint. Mr B said NatWest was discriminating against him due to the number of disputes he had raised previously and said that he was entitled to raise as many disputes as he wished. Mr B said it was unfair to automatically decline his disputes.

On further review our Investigator said that some of NatWest's wording in their communication declining Mr B's dispute could have been better and for this reason they said NatWest should pay Mr B £50 to recognise the trouble this caused Mr B.

NatWest agreed to the Investigator's proposal, but Mr B continued to disagree for broadly the same reasons as noted earlier. To settle the matter Mr B said he wished for NatWest's processes to be found unfair; that NatWest be told to process disputes in accordance with the scheme rules, and for them to pay him compensation not just to recognise the wording of NatWest's declination letter, but also to recognise he had been prevented from raising the dispute.

Mr B also raised concerns about a refund applied to his account, but our Investigator explained that did not form part of this complaint.

## Provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

For the avoidance of doubt, my considerations are limited to Mr B's concerns that NatWest did not raise a dispute for him in relation to the purchase made on 28 February 2025 for £229.99.

In the course of considering Mr B's complaint I approached NatWest for some further information to better understand what happened. However, the information about the dispute remains limited.

Mr B approached NatWest to attempt recovery of funds used to purchase goods on 28 February 2025. As Mr B purchased the goods using his debit card, the mechanism available to NatWest to attempt recovery of funds was chargeback.

Chargeback is a mechanism by which the card issuer (in this case NatWest) may be able to in certain circumstances recover funds on behalf of the cardholder from a merchant's bank. Chargeback follows the strict rules of the card scheme provider (in this case Mastercard).

There is no obligation on the card issuer to refund or assist in any way, but it would be considered good practice for them to do so where there is a reasonable prospect of success. The card schemes do not fall within the jurisdiction of the Financial Ombudsman Service, so we are unable to require them to run their chargeback in a particular way; however, we are able to consider whether the card issuer has fairly applied the rules of the chargeback scheme.

In this particular matter, the question is whether NatWest acted fairly when deciding not to raise a dispute on Mr B's behalf on this occasion.

As I mentioned earlier, I approached NatWest for further information about the dispute Mr B raised with them; however, there is limited evidence available of what was submitted to NatWest.

NatWest did provide details of what Mr B would have been asked online when submitting the request to raise a dispute and it is apparent Mr B would have been asked to complete details about what contact had taken place between him and the retailer to try and resolve things.

NatWest have not been able to locate Mr B's initial request to raise the dispute, and I note Mr B has not provided any evidence of what he included in his dispute to support his claim or provided any of the evidence of his engagement with the retailer in relation to this particular dispute. In short, I have seen no details of this particular dispute.

It is therefore very difficult for me to know what was provided to NatWest initially.

When NatWest let Mr B know they would not raise the dispute they explained this particular claim had been identified as potentially fraudulent. The communication also reminded Mr B that he consider the authenticity of any future claims before submitting them and that he remember any false claims are considered as fraud and would be treated as such.

NatWest responded to Mr B's complaint and further explained that the unusually high level of claims Mr B had raised in a short period of time could indicate fraudulent activity given retailers typically resolve issues when contacted. NatWest said that further claims would require proof of the validity of the dispute and evidence of all attempts to resolve the matter

with the retailer.

Taking the above into account and that the card scheme rules set out what is required from each party during the course of a dispute, it is disappointing that NatWest did not let Mr B know more specifically what he could provide to support his claim, particularly as the online dispute form also sets out that further evidence may be required. That said, I have seen no evidence to support that Mr B did make any attempt to resolve this matter with the retailer either. In the circumstances to do so would not be an unreasonable request and something typically expected under the card scheme rules.

I've considered what Mr B has said about being prevented from being able to raise disputes, but I've not seen enough to persuade me that NatWest's intention is to prevent Mr B from doing so. Rather it appears NatWest have said Mr B is free to raise disputes, but he will need to submit supporting evidence of his claim for it to be considered. This does not seem unfair. The scheme rules typically request certain pieces of information or evidence as part of the process, depending on the reason code being used to raise a dispute.

NatWest have suggested it may be best for Mr B to call and raise his disputes in the future so they can discuss with him what is required for them to consider raising the dispute and pursuing it on Mr B's behalf. Mr B is still free to raise disputes online, but it would be important for Mr B to include any supporting documents when doing so to show his attempts to resolve any disputes with the retailer first of all.

I'm aware Mr B raised concerns about NatWest's process but as I explained earlier, chargeback is a mechanism provided by the card scheme providers. It is not of NatWest's design. And there is no legal obligation for NatWest to raise a chargeback dispute for their customer.

Overall, I've therefore not seen enough here to say that NatWest acted unfairly in deciding not to raise Mr B's dispute given the very limited evidence of what happened between Mr B and the retailer in this matter. I agree with our Investigator that NatWest could have been clearer in letting Mr B know what may have helped support his claim. This was unhelpful and I think the award of £50 to recognise the trouble this caused to Mr B in trying to understand what was happening with his dispute is fair in the circumstances. But there is not enough evidence available to support Mr B would have likely been successful in a dispute had NatWest raised it for him so I am not persuaded to award anything more.

For the reasons above, my provisional decision is that Mr B's complaint is upheld in part and NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY should pay Mr B £50.

#### Responses to my provisional decision

Neither party replied to my provisional decision with any further submissions or evidence for me to consider.

#### **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.

Because neither party provided any additional evidence or further submissions for me to review I see no reason to depart from the provisional findings I reached as I've set out above. That is, there is not enough to persuade me that NatWest, given the limited evidence, acted unfairly when deciding not to raise a chargeback dispute for Mr B. Or that Mr B was

likely to have been successful in a dispute if it had been raised. But as NatWest could have been clearer with Mr B in their communications with him they should pay Mr B £50.

### **Putting things right**

NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY should pay Mr B £50.

### **My final decision**

For the reasons above, my final decision is that Mr B's complaint is upheld in part and NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY should put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 February 2026.

Kristina Mathews  
**Ombudsman**