

The complaint

Mr B complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) failed to assist him with two disputes about purchases he had made with his credit card.

What happened

On 28 June 2025, Mr B paid £160.67 to a merchant which I will call Z for eight items using his NatWest credit card. He received an email from Z on 2 July to say the order would be delivered between 4 and 7 July.

On 6 July 2025, he paid £259 to a merchant I will call A for a single item using the same credit card. He received a message from A to say the item would be delivered on 15 July.

Mr B says none of the goods were received and on 29 July 2025 and 30 July 2025, Mr B contacted NatWest to ask that it recover his money. He received automated replies which told him he would hear from NatWest within 20 days.

Mr B emailed the bank on 22 August and asked for an update and enquired if it needed any further information. He also made the bank aware of his mental health and of the impact the days were causing him. This resulted in another automated reply saying it would aim to review the claims within 10 days but this may be extended if further information would be required.

On 5 September Mr B emailed the bank again stressing the impact on his health both physical and mental of the ongoing delay. He also raised the possibility of making a complaint. This resulted in another automated response similar to the previous one.

On 17 September the bank acknowledged his complaint and it emailed him again on 25 September to say it might take longer to resolve the matter and to allow up to five more weeks. Mr B responded on 29 September reiterating the effect of the delays on his health. He received a response the same day apologising for the delay.

On 21 October NatWest responded to the claim with Z and said it would not provide a refund. It explained he had made multiple claims in the past and it would monitor his future conduct. A few days later NatWest emailed Mr B to say it was still working on his case and provided referral rights to this service.

Mr B brought his complaint to this service where it was considered by one of our investigators who recommended it be upheld in part. She noted she took the bank almost three months to consider a chargeback regarding the purchases from Z and she felt it could have responded sooner. She didn't know if a chargeback would have been successful, but she noted Mr B had provided no evidence of him contacting either Z or A about the failed deliveries.

She thought the bank should consider a section 75 Consumer Act 1974 (s.75) claim for the item purchased from A. She also looked at Mr B's claims that the bank had discriminated

against him, but did not agree. Our investigator noted he had said that the bank was aware of his health conditions, but NatWest said its records showed he had told it about these in September 2025. She concluded that due to the delays NatWest should pay Mr B £250 compensation.

NatWest accepted this but noted that Mr B had not been able to supply much information in support of his claims so it could not guarantee a s.75 claim would succeed. Mr B did not accept the investigator's view and reiterated in detail the impact the behaviour of NatWest had had on his health. He explained the difficulty he had encountered in dealing with financial decisions and he felt the bank's conclusion that the claims may not be genuine was unfair. The ongoing uncertainty had had a profound impact on his health. He requested that his money be refunded and he be paid £800 compensation.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr B that I've reviewed everything on file. 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 should also make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

I appreciate the difficulties Mr B has encountered and I agree that his complaint should be upheld but I do not consider NatWest should refund the money he paid, nor do I think it should pay more compensation. I will explain why.

There were two routes by which Mr B could recover the money paid to A and one by which he could do so for his purchases with A.

The first is by means of a chargeback. This is a voluntary scheme run by the card scheme operator to process settlement disputes between the card issuer (such as NatWest) – on behalf of the cardholder (Mr B) – and the merchant. It is not a legal right that the cardholder has.

The scheme operator sets the chargeback rules and time limits for transactions made using the card scheme. And it is the scheme operator that decides whether a chargeback is successful – the card issuer simply makes a request on the cardholder's behalf. If the card issuer knows it is out of time, or is unlikely to succeed, I wouldn't necessarily expect it to raise a chargeback.

Under the rules applicable to this case, a chargeback must be requested within (i) 120 days of the transaction processing date or (ii) within 120 days of the last date the cardholder expected to receive the goods or services (but not exceeding 540 days from the transaction processing date).

The bank could have made a chargeback for both purchases, but decided not to do so because it was concerned about the number of disputes Mr B had raised in the past. Having delayed matters this meant that the time limit had expired or almost expired. The bank can only make a chargeback based on the evidence provided by Mr B and it had little to go on. The first requirement is that the customer has tried to resolve the issue with the merchant and there is no evidence that Mr B had done so. NatWest was entitled to take the decision it took.

Given the merchants were major retailers I think it reasonable to conclude they would have pushed back against any chargeback and so I cannot say that either were likely to have succeeded.

The second option for the purchase from A was to make a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a:

- Debtor-creditor-supplier agreement and
- A clear breach of contract or misrepresentation by the supplier in the chain.

This legislation does not apply to the purchases from Z as they fall below the £100 minimum value limit.

The onus is on Mr B to provide sufficient evidence in support of his claim. He is asking the bank to pay him money and he has an obligation to show his claim is justified. If he wishes to pursue such a claim he should contact the bank and provide sufficient detail to allow it to evaluate it. I would expect him to supply evidence that he had contacted A and had chased up the apparent non delivery of the item.

In turn I would expect NatWest to deal with any claim fairly and promptly.

I have also considered how NatWest handled Mr B's claims and the impact on his health. It says that it was unaware of his health conditions until September 2025, but Mr B has said he had made it aware earlier. If it had failed to record relevant information about his health prior to that date that is an issue Mr B has not raised with the bank and not one I need opine on.

In any event I do not see that NatWest discriminated against him in its handling of his claims. It reviewed the information it had and taking into account his previous activity reached a decision. I cannot see that it did so on any discriminatory basis. It did delay matters and for that I agree that it should pay some compensation. I do not consider £800 is fair or reasonable. Dealing with Mr B's claims would normally take at least a month and so the delay was not extensive. I appreciate the impact this had on Mr B, but that does not mean the sum payable should be increased.

Putting things right

NatWest should pay Mr B £250 compensation for distress and inconvenience and it should deal with any claim under s.75 fairly and promptly.

My final decision

My final decision is that I uphold this complaint and I direct NATIONAL WESTMINSTER

BANK PUBLIC LIMITED COMPANY to pay compensation as set out above and deal with any s.75 claim fairly and promptly.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 March 2026.

Ivor Graham
Ombudsman