

The complaint

Mr M is unhappy with how The Royal Bank of Scotland Public Limited Company (RBS) handled disputes he raised with it following purchases made using his debit card. Mr M is also unhappy with the communication he received from RBS and the level of service it provided him.

What happened

The background facts are well known to both parties, so I won't repeat them in detail. I will instead summarise these here.

Mr M contacted RBS to raise disputes on two transactions he had made with a business I'll call 'H'. One transaction was for £209 and the other for £50. RBS refunded the £209 transaction but wasn't able to assist with a refund for the £50 transaction. Mr M complained to RBS saying he should be refunded for both payments he made to H. Mr M also complained that RBS took too long to review things and that it had sent multiple generic emails that he considered harassing.

RBS sent its response and explained that it wasn't able to assist further with the £50 transaction. It explained that Visa allows a timeframe of 120 days for chargebacks to be raised. Here Mr M raised his dispute for the £50 transaction outside of that permitted timeframe. RBS acknowledged it didn't respond to the complaint within the eight weeks it has to resolve things, so paid £75 compensation to Mr M's account. Regarding the generic emails Mr M found harassing, RBS said these were issued correctly and were to acknowledge the complaint and further correspondence Mr M sent.

Mr M responded further and communicated several other transactions he wanted to dispute. He also again raised the £50 transaction and asked for more compensation. RBS responded and said it wasn't able to locate some of the transactions Mr M had raised, so asked for further information. Similarly for other transactions that were disputed, RBS said these hadn't been raised previously and it needed further evidence to investigate further. For the £50 transaction with H, RBS repeated this had been raised out of time. Regarding Mr M's request for additional compensation, RBS said what it had already paid was fair.

As Mr M didn't agree, he referred his complaint to the Financial Ombudsman Service. RBS reached out to say Mr M hadn't raised or complained about the other transaction (outside those with H), so these couldn't be considered as part of this complaint.

One of our investigators considered the complaint. They explained to Mr M what RBS had said about the other transactions and why therefore these wouldn't form part of this complaint. It was explained Mr M could raise a new separate complaint regarding these.

Regarding the two transactions with H, the investigator said Mr M had already been refunded for the £209 one. So, RBS didn't need to do anything more regarding that. The investigator agreed that the £50 transactions was out of time, regardless of whether the dispute was for goods/services not received or if the goods/services were defective or damaged.

In relation to the generic emails Mr M received from RBS, the investigator said RBS as a business can choose to have templated responses should it wish. The responses were polite and professional, and they were sent in reply to communications Mr M had sent RBS. It was

acknowledged that RBS took too long to deal with the complaint. But overall, the investigator found that the £75 RBS had already paid was fair and reasonable.

Mr M didn't agree. He said the chargebacks for both the transactions with H were raised in time. Mr M agreed the emails were sent after he had contacted RBS but said letters, he had also received were unwanted and he had asked these to stop. So, he wanted these letters looked into, as them being marked as private and confidential caused him distress. Mr M also said he now wanted £20,000 in compensation.

Mr M provided three letters, and the investigator said these weren't templated and were sent in response to communication Mr M had made.

As Mr M didn't agree with the investigator, 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 also 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.

In this complaint, I'm only considering the points covered in the final response issued by RBS on 24 November 2025. Those issues are:

- The two transactions to H, and whether RBS should've done more to assist Mr M in retrieving a refund.
- The generic communication RBS sent that Mr M found harassing.
- Overall time taken and service provided in relation to the chargebacks.

Mr M has raised issues with letters he received. I will consider these in so far as he says they are templated, as I believe that to be sufficiently linked to the complaint made in relation to the communication he received being generic. I note that Mr M has said he asked for these to stop and didn't want to receive further letters. That isn't something I've considered here, as I can't see that issue is addressed in any way in the final response that forms the basis of this complaint. Mr M may be able to raise that with RBS separately.

Similarly, Mr M raised other transactions he wanted to dispute in addition to those with H. RBS said these hadn't been complained about, so weren't ones our service could consider. This was explained to Mr M, and it doesn't seem like he raised any issues with this.

Its clear Mr M highlighted the other transactions with RBS, as they're mentioned in the follow up to the final response dated 2 December 2025. But that response only goes as far as to say Mr M would need to provide further information so that RBS could look to see if it can raise chargebacks for these transactions. Based on the information RBS was given, I don't believe this to be unreasonable. Mr M is free to raise a new dispute and potentially a complaint regarding these other transactions, should he wish.

Two transactions with H

As the investigator said, Mr M received a full refund for the transaction totalling £209. So, I don't believe I need to comment further on this.

The other transaction relates to a £50 purchase made on 27 April 2025. Given Mr M's testimony, it seems the items he received were faulty and that was the basis for his dispute. But the timeframes for raising a chargeback are the same regardless of whether the dispute reason is goods not received or if the items were faulty. So, either way Mr M had 120 days to raise the matter so RBS could try and raise a chargeback for him. 120 days after 27 April

2025 was 25 August 2025. The system notes provided by RBS show Mr M first contacted RBS regarding the dispute with H on 10 September 2025.

The 120-day timeframe can be extended to start from the expected date of delivery, rather than the date of transaction. RBS has said the expected delivery date here was the 28 April 2025. I've seen nothing to suggest that Mr M disagrees with that delivery date. So even allowing for the timeframe to start from the delivery date, Mr M still raised his dispute outside of the timeframes that apply.

Those timeframes are set by Visa. Visa is the relevant card scheme that applies to Mr M's RBS debit card. Neither RBS or our service can amend or relax the timeframes that apply. So, in this case, based on what's been provided, I'm persuaded here that Mr M's chargeback for the £50 transaction to H was raised too late. Therefore, RBS has not acted unfairly in declining to refund him.

Generic communication

I appreciate Mr M feels very strongly about both the emails and letters he received being generic and harassing. I can't however agree that RBS has acted unreasonably here.

The use of templated communication is standard across the banking industry and ensures consistency. It also makes sure that messages include all the relevant information and important parts aren't missed out. I don't believe the use of templates to be unfair and using them is a legitimate commercial decision a business like RBS is entitled to make.

Mr M has said he found the number of emails he received to be harassing. I'm sorry to hear he felt that way. But from looking at the communication from RBS, these were sent in response to correspondence Mr M had sent to it. So, I don't believe RBS has made an error in responding to Mr M's communication and doing so with standard templated responses.

Overall time taken and service provided

RBS has acknowledged that it didn't respond to Mr M's complaint within the timeframes it should've. This delay impacted Mr M's understanding of the refunds he was or wasn't due in relation to his transactions with H. For this RBS paid Mr M £75. I appreciate Mr M wants considerably more than this. But taking everything into consideration here, I'm satisfied what RBS has already paid is more than I would've recommended. So, it follows that I don't believe RBS needs to pay anything more in this case.

My final decision

I don't uphold Mr M's complaint against The Royal Bank of Scotland Public Limited Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 May 2026.

Paul Blower
Ombudsman