

## **complaint**

Mr W complains that National Westminster Bank Plc ("NatWest") did not explain the chargeback process properly when he tried to get approximately £7,500 he had paid to a third party refunded.

## **background**

I issued a provisional decision on 29 November 2013 about this complaint. Mr W had paid three deposits to reserve properties that were being sold off plan which he then asked the company in question to refund. Mr W contacted NatWest after the company in question went into liquidation and says he was not told about the time limits that applied to chargeback requests and that had he been given the correct information he would have recovered his money.

My provisional decision set out why I was minded to require NatWest to pay Mr W £100 in compensation for the distress and inconvenience its poor explanation of the chargeback process has caused but not refund the money Mr W paid to the third party. Both parties were invited to respond and both did.

NatWest said that it agreed my findings and was willing to pay Mr W £100 in compensation. Mr W said that he disagreed with my findings, in particular my finding that the deposits were non-refundable. He provided me with correspondence, asked me to consider the pressure he had been put under by the salesman involved and said he could not understand how I had reached a different decision to our adjudicator.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In my provisional decision I explained that Mr W had told us that he did not sign a reservation form when he made these payments. I also explained, however, that I had seen a letter from his solicitor saying that he had agreed to exchange contracts within 28 days by signing and returning reservation forms. In addition, I had seen correspondence from Mr W in which he acknowledges signing at least one reservation form. In the circumstances, I said I considered it more likely than not that Mr W signed a reservation form. I was satisfied that the reservation form makes it clear that the deposits are non-refundable. I was, therefore, satisfied that Mr W was aware that the deposits were non-refundable – given that he had signed at least one reservation form and the advice he would also have received at the time from his solicitor amongst others. I took into account the fact that Mr W told us the salesman he dealt with said the deposits were refundable when coming to these conclusions.

I am not satisfied, given the material that Mr W has provided in response to my provisional decision, I was wrong to come to any of the conclusions I did. Indeed, the correspondence he provided us with in response to my provisional decision includes the letter in which he acknowledged signing a reservation form. I, therefore, remain of the view that it would not be appropriate to require NatWest to reimburse the money he paid to the third party. I also remain of the view that I should require NatWest to pay Mr W £100 in compensation for the distress and inconvenience its poor explanation of the chargeback process has caused given that neither party has said that they disagree with my conclusions about this.

**my final decision**

My final decision is that I require National Westminster Bank Plc to pay Mr W £100 in compensation for the distress and inconvenience its poor explanation of the chargeback process has caused, but not refund the money Mr W paid to the third party.

Nicolas Atkinson  
**ombudsman**