

The complaint

Mrs M complains about the way National Westminster Bank Plc ('NatWest') handled a dispute she brought to it about a purchase on her debit card.

What happened

The parties are familiar with the background to this complaint so I will only summarise it briefly here.

In January 2021 Mrs M entered into a contract for timeshare relinquishment services paid by instalments using her NatWest debit card. The last instalment was taken in June 2021 and the service was due to be completed by the supplier in 12 months from the date the contract was entered into. However, Mrs M says the supplier is no longer trading and cannot provide the service.

Mrs M says she approached NatWest in March 2022 to raise a dispute by email to try and get her money back. However, she says she didn't hear anything back.

Mrs M complained to NatWest but says she didn't hear back. This service got involved and NatWest responded to say it has no record of the complaint or the dispute being raised. It now points out that the time limits for raising a chargeback have expired, so a chargeback would not succeed.

Mrs M insists NatWest received her claim via email so she referred her complaint to this service.

NatWest maintains it didn't get the claim and that the email address Mrs M's representative used to send it is invalid.

Our investigator did not uphold the complaint and concluded that Mrs M's representative had likely sent the claim to an invalid email address.

The matter has now been referred to me for a final 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.

I have considered the evidence submitted by the parties but I won't be referring to it all – only what I consider to be key. This is not intended as a discourtesy but reflects my role resolving disputes informally.

I am sorry to hear that Mrs M paid money to the supplier and didn't get the service she was promised. However, it is important to note here that NatWest is not the supplier of these services. So in deciding what is fair and reasonable I consider its role as a provider of financial services. As Mrs M paid using her debit card I consider the card protection of chargeback relevant here - so I have thought about what NatWest was fairly able to do for her in respect of progressing a chargeback dispute.

Chargeback is not a legal right but is based on rules set down by the card schemes. I am not clear if this case involved a VISA or Mastercard – however, I don't consider that makes a difference here as the provisions around timescales in this instance are broadly similar and don't change the outcome in any event.

I consider the most relevant reason code here relates to a '*service not provided*'. However, it is also worth noting that I don't consider other chargeback rules that might arguably apply in this instance to change my findings regarding time limits in any event.

In order for NatWest to have raised a chargeback for Mrs M for a service not provided it would have had to do so within the strict timescales laid down by the card schemes. This is 120 days from the last day of expected service and/or no longer than 540 days from the date of the transaction in dispute.

NatWest says that it hadn't heard from Mrs M about the dispute prior to January 2023 when she complained through this service. By this point she was clearly out of time to raise a chargeback dispute. However, Mrs M's representative said it sent a letter to NatWest by email raising the claim in March 2022 – which would have been in time.

So it seems the key thing here is whether NatWest got the letter of claim in March 2022. The parties disagree on this – but in this scenario my decision is based on what I think is most likely the case.

I have seen the letter which Mrs M's representative says it emailed to NatWest in March 2022. However, NatWest has confirmed that the email address the representative used ('ADDRESS A') is incorrect and does not exist. In support of it not receiving a dispute at this time it has also provided a system note to show there is no record of the dispute for Mrs M's account.

What NatWest has said is credible, and on the face of it I have no reason to disbelieve it. There is no evidence that NatWest directly responded to the claim letter to confirm receipt or otherwise.

I also note that NatWest did not respond to the complaint raised via ADDRESS A either and only responded once this service got in touch with NatWest via alternative means. I note the email address Mrs M's representative then used to communicate with NatWest's chargeback team (as given in NatWest's final response letter) is different from ADDRESS A.

I note Mrs M's representative has said that it has evidence that NatWest has responded to other correspondence it has sent to ADDRESS A in respect of other clients. However, while the evidence shows that Mrs M's representative has sent messages to ADDRESS A and that NatWest has written to Mrs M's representative by post and email– it doesn't clearly show that NatWest's responses were directly as a result of these emails to ADDRESS A. In fact at least one piece of evidence sent to ADDRESS A shows Mrs M's representative stating it hasn't heard back from NatWest – which is consistent with this being an invalid mailbox. It also appears that NatWest's emails to the representative come from an address other than ADDRESS A – there is no persuasive evidence it directly replied from this ADDRESS A.

Furthermore, I note NatWest has shown a screenshot of it searching its global mailbox address list and there being no matches for ADDRESS A. This supports the argument that this mailbox does not exist.

In summary, I consider it more likely than not the claim letter from Mrs M's representative from March 2022 was sent to an invalid mailbox. Therefore, NatWest has not made a mistake by not responding to the claim at the outset.

I am sorry that the claim is now out of time. However, because of what I have concluded here I don't consider this is the fault of NatWest.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 29 December 2023.

Mark Lancod
Ombudsman