

## **The complaint**

Miss M has complained about the way Nationwide Building Society dealt with her claim for money back in relation to dental work she paid for on her credit card.

## **What happened**

The circumstances of the complaint are well known to the parties, so I won't go over everything again in detail. But, in summary, in February 2022 Miss M tells us she made a payment of £3,951.42 on her Nationwide credit card for dental work, which I think was carried out abroad. It looks like she contacted Nationwide after the work was carried out because she was unhappy with it. I think she initially put in a claim for £500 and this was later increased to £1,765 when she said she found out it would cost more to put things right.

Nationwide said it asked for further information from Miss M to support her claim such as a contract setting out what she paid with a breakdown, but it didn't receive everything it asked for. Due to the lack of supporting evidence, it wasn't able to give an outcome for the claim, but it offered Miss M £100 in relation to a delayed response.

Miss M contacted the Financial Ombudsman to say she wanted to make a formal complaint against Nationwide for how it handled her claim. She gave us a handwritten note from a dentist saying the cost of replacing two defective implants was £1,600. We referred the complaint to Nationwide.

Nationwide let us know the claim had been declined. It said there was no basis for it to settle the dispute. It said it didn't have a breakdown of the treatment received from the supplier. It said there was no way for it to know if the claim fell in the scope of section 75 of the Consumer Credit Act 1974, or if a breach of contract or misrepresentation occurred. As this didn't resolve things for Miss M, we continued to investigate the complaint.

One of our investigators asked Miss M for evidence such as a point of sale invoice, or sales documentation showing the treatment agreed. He asked for any other evidence that might be available such as treatment plans or independent reports. I can't see we received anything else from Miss M.

Our investigator looked into things but didn't think he'd seen enough evidence to demonstrate Nationwide had handled the claim unfairly. He thought the £100 compensation was fair for one of the delays.

Miss M didn't agree. She sent another company of a letter from a dentist along with a receipt.

As things weren't resolved the complaint has been passed to me to make a decision.

I contacted Miss M to ask again for further details such as where the procedure was carried out; a contract; whether there'd been any report showing the work paid for wasn't done properly; evidence of what needs to be done to put things right; evidence of costs incurred and so on. Miss M said she had nothing further to add.

## **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 want to acknowledge 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'm required to decide matters quickly and with minimum formality. But I want to assure Miss M and Nationwide that I've reviewed everything on file. And 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 also want to say I'm very sorry to hear that Miss M is unhappy with the treatment she paid for. I can't imagine how she must feel.

What I need to consider is whether Nationwide – as a provider of financial services – has acted fairly and reasonably in the way it handled Miss M's request for getting her money back. It's important to note Nationwide isn't the supplier. I've gone on to think about the specific card protections that are available. In situations like this, Nationwide can consider assessing a claim under section 75 or raising a chargeback.

Section 75 is a statutory protection that enables Miss M to make a like claim against Nationwide for breach of contract or misrepresentation by a supplier paid by credit card in respect of an agreement it had with her for the provision of goods or services. But there are certain conditions that need to be met for section 75 to apply.

The chargeback process provides a way for a card issuer to ask for a payment to be refunded in certain circumstances. The chargeback process is subject to rules made by the relevant card scheme. It's not a guaranteed way of getting money back.

While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success, there are grounds or dispute conditions set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.

The problem in this case, is that I've not been supplied sufficient evidence to conclude Nationwide acted unfairly by declining the claim, or by not pursuing the chargeback. Like Nationwide has pointed out, I don't think I've seen enough to demonstrate the relevant conditions exist for a section 75 claim to be considered. But even if I were to be satisfied the relevant conditions existed, I've not seen enough to show there's been a breach of contract or misrepresentation. I've also not seen that something has gone wrong that might lead to a reasonable prospect of success for a chargeback. This is why I wrote to Miss M to explain a bit more about why the supporting evidence is important. Nationwide also asked for this information.

I've not been supplied a contract, or anything else, setting out what was agreed between Miss M and the supplier. So there's no way for me to know Miss M didn't receive what was agreed. Moreover, in the UK, the Consumer Rights Act 2015 (CRA) says certain terms are to be treated as included in consumer contracts. And it says services must be carried out with reasonable care and skill. I've not been shown what the law says in the country Miss M had the treatment carried out. But even if I assume it's the same as in the UK, I've not been shown the treatment Miss M had wasn't carried out with reasonable care and skill.

Taking all this together and bearing in mind I'm considering how Nationwide dealt with the claim, due to the lack of supporting evidence, I don't have the grounds to say it acted unfairly by declining the claim, or by not pursuing the chargeback.

Finally, Nationwide offered Miss M £100 for a delay when it didn't respond to her for just over a month. I imagine this must have been frustrating for her when she was trying to resolve matters. I think the compensation seems broadly fair in all the circumstances.

Therefore, while I know she'll be disappointed, I've not seen enough to direct Nationwide to do more than it's already done.

### **My final decision**

Nationwide Building Society has offered Miss M £100 for the delays, and I think this is fair and reasonable in all the circumstances of the complaint.

My decision is that, to the extent it's not done so already, Nationwide Building Society should pay Miss M £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 18 November 2023.

Simon Wingfield  
**Ombudsman**