

The complaint

Ms K complains about a claim she made to Barclays Bank UK PLC trading as Tesco Bank ('TB').

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Between September 2024 and February 2025 Ms K paid for aesthetic treatments (which I will refer to as treatment 'M' and 'B') from a clinic ('the supplier') using her TB credit card.

Ms K was dissatisfied with the treatments and complained to the supplier. In summary, she said:

- She had no results from treatment M despite what the supplier told her – and it was not carried out properly (for example Ms K suspects that the supplier carried out the treatment with previously used single use needles).
- Treatment B did not produce the required results either, was carried out incorrectly and caused undesired physical effects like eye drooping, watering and discomfort.

Ms K made a claim to TB for a full refund as she was unhappy with the terms of the supplier's offer of a goodwill refund for treatment B. It didn't uphold the claim but after Ms K complained it accepted that its customer service had fallen short. As a result of this it paid her £175 compensation.

Ms K escalated her complaint about the claim to this service. Our investigator didn't uphold the case so Ms K has asked for an ombudsman to look at things again 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

I am sorry to hear Ms K is unhappy with the treatment she bought from the supplier. I am also sorry to hear about what she says is the impact of this on her physically and mentally over a prolonged period. However, it is important to note that my decision here is about the actions of TB– and what it should fairly have done for Ms K in its position as a provider of financial services. In looking at how it handled the claim Ms K brought to it I consider the information reasonably available to it at the time, along with the relevant protections available to Ms K. I consider Section 75 of the Consumer Credit Act ('Section 75') and the chargeback scheme to be particularly relevant here.

I note Ms K's claim concerns allegations that she suffered prolonged physical and mental harm from the actions of the supplier. I am sorry to hear about this. However, it is worth noting that even if I were able to uphold her complaint this service is unable to make an award for loss of amenity in any event.

Chargeback

Chargeback can be used to claim a refund for goods and services. However, it is subject to the rules of the card scheme (Mastercard here) and is not guaranteed to succeed.

TB doesn't have to progress a chargeback – but it's often good practice to do so where there is a reasonable prospect of success.

TB didn't raise a chargeback here from what I can see. However, I don't think this was unreasonable or caused Ms K a financial loss in any event. I will explain why.

Mastercard allows a chargeback when goods or services are not as described or defective. Which is probably the most appropriate reason code to have used here.

I don't think a chargeback would have succeeded for treatment B – because the supplier had already offered a full refund for this one as a settlement. Under the chargeback scheme this would invalidate the chargeback. I know Ms K is saying that the supplier didn't give this refund – but based on the information available to TB at the time I don't think it was clear that the supplier wasn't willing to offer it. Even if this had been the case – I still think the chargeback was unlikely to have succeeded for similar reasons to those I have gone into below in respect of the Section 75 claim.

It is arguable that TB could have raised a chargeback in respect of treatment M. However, I think it's unlikely that this would have succeeded, also for broadly similar reasons that I have gone into below in respect of the Section 75 claim. In summary, considering the complex and variable nature of these types of treatments I don't think there was persuasive evidence that the treatment was not as described or defective.

Section 75

Section 75 can allow Ms K in certain circumstances to hold TB liable for a breach of contract or misrepresentation by the supplier of the treatments. There are certain technical criteria which have to be met in order for Section 75 to apply, and I am satisfied these are met here. Therefore, I move on to consider whether the supplier of the treatment has breached its contract with Ms K or misrepresented it.

Limited information

It is worth noting there are challenges presented by limited information in respect of Ms K's individual treatment plan and contract. However, I have looked to decide what is fair based on the information reasonably available to TB when considering this Section 75 claim.

Breach of contract

When considering whether there has been a breach of contract by the supplier I consider the express terms of the contract along with any terms implied by relevant law. Here I consider the Consumer Rights Act 2015 ('CRA') to be of particular relevance in considering any implied terms.

The way the treatment was provided

The CRA implies terms into consumer contracts to say that services will be provided with reasonable 'care and skill'.

While there is no specific definition of reasonable care and skill – of particular relevance will be what is considered good practice in the particular industry in question.

The difficulty here is Ms K has purchased a complex cosmetic product where specific expert knowledge is necessary to understand it. I am not an expert in this area (nor is TB) and without an expert report that explains what has gone wrong here and why or some other similarly persuasive evidence it is difficult to fairly conclude that either treatment wasn't carried out properly. I know that Ms K has indicated she is unhappy with the results achieved to date along with the side effects and has provided photos to support her claims. However, the supplier has strongly denied any wrongdoing in a detailed letter response to her claims (referring to any offer of settlement as a 'goodwill offer' rather than an admission of liability). And in the absence of something like an expert report Ms K's evidence does not persuasively show TB the treatment received from the supplier was carried out without reasonable care and skill.

I know Ms K has specifically alleged that the supplier re-used single use needles. I acknowledge Ms K has provided information which she says shows this is true (a picture of packaging showing the same reference number). However, (particularly in light of the nature of the supplier's rebuttal to the allegations) I don't think this alone is sufficient to say that TB should have concluded the supplier carried out treatment without reasonable care and skill.

It is also important to note that even if I agreed Ms K had not achieved certain results she was expecting, a finding in respect of reasonable care and skill is not dependent on the results achieved but the manner in which the treatment was carried out. And while particular results may be indicative of how a treatment was carried out – it is common, particularly in the medical/cosmetic field for outcomes to vary for a number of reasons other than a lack of care or skill by the practitioner.

Likewise, while I am sorry to hear about the side effects Ms K has described – these don't in themselves show a treatment was carried out without reasonable care and skill. This is particularly true where in this field a patient will usually provide consent forms detailing the risk of certain side effects. In this case I can see the supplier's detailed rebuttal of Ms K's claims provides extracts from and references to the consent forms she signed which detail various side effects and risks. Furthermore, I have seen the consent form Ms K signed in respect of B (the treatment she appears to be focused on in respect of side effects) which underlines this point.

In summary, based on the evidence available to it (and noting the lack of expert evidence to support Ms K's case) I am not in a position to say that in considering the Section 75 claim presented to it TB should fairly have concluded the treatment was carried out without reasonable care and skill.

The express terms of the contract

I consider all parties agree Ms K entered into a contract for a course of treatment M and B with the supplier.

Ms K does not dispute that she received the treatments as promised – but her issue is with the results/lack of results achieved and the manner in which they have been carried out.

I acknowledge that I don't have a copy of Ms K's specific treatment plan or the contractual agreement signed for the treatments. But I have looked at the information that would have been reasonably available to TB – including the way the treatments were promoted to Ms K and any other information about them in the invoices and correspondence Ms K provided.

While I appreciate TB would not have been party to any verbal discussions about the treatment I don't think there was persuasive evidence that any express terms of the contract were breached here. I understand what Ms K says about her disappointment with the results (or lack of results) she got. However, I don't see where the supplier promised specific or guaranteed results here – or didn't meet a specific and quantifiable projected outcome. And its common with services like this for results to vary or even be undesirable (noting the reference to the consent forms earlier). So I don't think TB were acting unfairly in concluding that there was no express breach of contract here.

Misrepresentation

I understand Ms K claimed that (treatment M in particular) was mis-sold as the promised benefits were not realised. However, for TB to conclude that a misrepresentation had taken place they would have to be persuaded the supplier had made a false statement of fact about the service. Looking at how it advertised the treatment I can't see anything that would have enabled it to conclude this was the case. I understand that it was described as providing 'amazing benefits' including 'improved skin texture and reduced acne scars, wrinkles..' however its difficult to say this is a misrepresentation noting the subjective nature of the results, the lack of evidence showing a guarantee of a particular outcome, and the variables commonly accepted in such aesthetic treatments. I know Ms K said that the supplier indicated results could take a certain timeframe to appear – but once again I don't see anything specific and definitive enough to constitute a false statement of fact here.

So all things considered I don't think TB were acting unfairly in not accepting there was sufficient evidence of a breach of contract or misrepresentation (and declining the Section 75 claim). I know Ms K is likely to be disappointed by this conclusion – however, I remind her that my role is informal and she can still explore formal avenues for her dispute (such as court) if she wishes to.

Customer service

I note the focus of Ms K's dispute is not on the customer service received during the claim handling. But the outcome of the claim. Nevertheless I will deal with this briefly for completeness.

I note here TB has accepted it didn't handle the claim as well as it could have done. It points to service errors such as disconnected calls without a call back, not explaining its findings or clarifying its process and the time taken to investigate the claim. From what I can see the claim did not take a significant time to investigate – however, I am willing to accept TB's testimony in relation to the service failures it has identified. It has awarded Ms K £175 for these – and based on the evidence I have seen (including Ms K's testimony) and the guidance on our website about awards for distress and inconvenience I don't consider there is a persuasive reason to increase this. I note Ms K has said she got an additional £50 from TB as compensation-but because of my prior conclusion it follows that this doesn't make a difference to the outcome here in any event.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 9 March 2026.

Mark Lancod
Ombudsman