

The complaint

Ms H complained about how Bank of Scotland plc (“BOS”) responded to a claim to refund the cost of a dental procedure.

What happened

The circumstances of the complaint are well known to the parties, so I won’t go over everything again in detail. In March 2024 Ms H used her BOS credit card to pay for dental treatment for her husband, with a company I’ll call “B”. Ms H said that she made two payments of £141 and £1,013.

Ms H said she also had to pay a further amount of around £1,400 in May 2025 to remediate the defective dental services provided by B. She said the initial services weren’t carried out with reasonable care and skill.

Ms H contacted BOS in July 2025 and asked it to consider a claim under section 75 of the Consumer Credit Act 1974 (section 75). BOS declined the claim on the basis that Ms H wasn’t the person who received the services from B. Ms H complained about the outcome of the claim, and BOS maintained its position in a final response letter which was issued in September 2025.

One of our investigators considered the complaint. She said that there were technical criteria that needed to be in place for BOS to be held liable under section 75. Part of those criteria included having a valid debtor-creditor-supplier (“DCS”) agreement in place. Our investigator said that as Ms H wasn’t part of the contract with B her claim didn’t meet the criteria needed for BOS to be held liable. She didn’t think BOS had handled the claim unfairly and didn’t make any recommendations to resolve the complaint.

Ms H disagreed. In summary she said:

- She contracted directly with B, and her husband was included in a family insurance policy with B which also included dental care.
- Pursuant to English contract law when she paid the invoice with her credit card a contract was formed with her and B.
- B’s dentist removed the defective work of another of its dentists.
- The representation about a fourth party was misleading and defective.
- She had information from a subject access request, that a contract was formed when B made an offer of dental services to her, and the contract was formed when she made the payment with her credit card.
- Section 75 provides joint liability for the credit card company and the supplier for any breach of contract or misrepresentation which meant she could claim her money back from the credit card provider if something goes wrong with the purchase.
- She disagreed with the investigator on the basis that she was not applying English law but her opinion of how she thought common and regulatory law should work.

The complaint has been passed to me to make a 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.

When considering what is, in my opinion, fair and reasonable, I take into account relevant law and regulations; regulator's rules, guidance, and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.

I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

I need to consider whether BOS – a financial services provider – has acted fairly and reasonably in handling Ms H's request for a refund under section 75 and/or consequential losses. I have to make the distinction between the financial services provider (BOS) and the supplier (B) here as we can't look directly at what happened with B. I've gone on to think about what statutory protections are available in situations like this.

Section 75 gives the account holder (the "debtor") the right to make a like claim against their credit provider for breaches of contract or misrepresentations by a supplier of goods and services. But certain conditions must have been met including the debtor-creditor-supplier (DCS) agreement that our investigator highlighted. I'm satisfied the transaction falls within the financial limits. But where there are additional parties, this can affect the DCS agreement.

Ms H said she paid for dental treatment for her husband. She said that she was involved in the negotiations for the contract, but based on what I've seen, the contract with B is in his name.

Ms H said that the treatment hadn't been carried out with reasonable care and skill which is an implied term into a contract for services. It seems that what Ms H is unhappy with could be a breach of contract by B.

The debtor in this case is Ms H because she used her credit card to pay for the dental treatment. The creditor was BOS as the credit card provider. The payments were for dental treatment provided by the supplier "B". But section 75 requires that the debtor also needs to have a claim against the supplier. In order to make such a claim Ms H needed to be party to the contract with B.

Ms H doesn't appear to be a party to the contract with B, which presents a problem for the type of claim against BOS under section 75. Her name doesn't appear on any of the paperwork or correspondence from B that I've seen. All of the available correspondence from B is addressed to Ms H's husband. Ms H may have been involved in discussions about the finance and provided the money to pay for the goods and services, but it is clear that the contract would be between her husband and B.

The nature of the treatment is that it's very personal to Ms H's husband. I think it's difficult to argue that it's anyone other than Ms H's husband that received the treatment and would be party to the contract with the clinic. If there was a consent form, as is common in these sorts of treatment, I think it likely Ms H's husband would have signed it because he was an adult

when he had the treatment. If something went wrong with the treatment it would have been Ms H's husband that could have taken the clinic to court. While Ms H paid for the treatment, I don't think she had the type of claim against the clinic that she's now seeking to bring against BOS.

The DCS agreement needed to exist between the debtor (Ms H) the creditor (BOS) and the supplier (B). From what I've seen, Ms H didn't have the necessary contractual relationship with the supplier as it was her husband that entered into that contract, so no DCS agreement was in place.

I'm sorry to hear of the circumstances that led to Ms H making this claim, but I haven't found that BOS acted unfairly in handling and declining her section 75 claim.

My final decision

For the reasons explained above, my final decision is that I do not uphold Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 27 February 2026.

Caroline Kirby
Ombudsman