

The complaint

Mr P complains about the way National Westminster Bank Public Limited Company ('NatWest') handled his request for a refund.

What happened

Mr P signed up for a course at the end of 2023 with a provider who I'll refer to as 'H' which he paid for in instalments using his NatWest credit card paying a total of just over £2,485. He didn't pass the assessment at the end of the course and appealed this decision. Whilst his appeal was unsuccessful, H offered Mr P a free re-sit. However, following delays to H contacting him again to arrange the re-sit he complained. He told H he was seeking a full refund for what he considered to be a breach of contract. H declined Mr P's request for a refund, so he referred the matter to NatWest.

Amongst other things, NatWest considered Mr P's refund request under section 75 ('section 75') of the Consumer Credit Act 1974 ('CCA'). But it didn't think there was sufficient evidence to support Mr P's claim for breach of contract. When NatWest maintained its position Mr P referred his complaint to our Service. Our investigator didn't recommend upholding this complaint. So, the matter has been passed 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a courtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Whilst I very much sympathise with Mr P's situation in this case, from what I can see NatWest has acted fairly and reasonably in the way it dealt with his claim for a refund. In reaching this conclusion I've had regard to relevant law including the Consumer Rights Act 2015 such as the implied term to act with reasonable care and skill. Further, I've considered how NatWest handled Mr P's claim taking into account all of its regulatory duties some of which have been highlighted by him.

I'm satisfied Mr P has met all the conditions for bringing a section 75 claim. However, before I consider this, I'll just note here that because Mr P brought his request for a refund outside of the relevant time limits for bringing a chargeback claim under the Mastercard scheme, I don't think NatWest decision not to progress matters under this scheme was unreasonable or unfair.

In terms of Mr P's claim under section 75 of the CCA, although he's had access to the course materials and contents as well as taking the assessment, he considers NatWest should refund the course fees because the course wasn't, in his view, delivered with reasonable care and skill. I appreciate Mr P considers the failed assessment was the result of the quality of the

teaching and service issues by H, but I don't think his provided sufficiently persuasive evidence of this. Many of the issues he raises about the service provided by H such as not being provided with support and inadequate teaching, are subjective in nature. And there are other factors which could've led to Mr P's not being successful with his assessment. Even with matters such as delays to the appeals process, and rescheduling of some of the course content, whilst there was some inconvenience here, ultimately it still appears that Mr P had had the benefit of the course in line with what he was promised.

Mr P says H closed his case without giving him the opportunity to re-sit the assessment. But H told Mr P this offer was still open to him when he contacted it again in early 2025. In any event, I don't think H making this offer and the other goodwill gestures it made to him was an admission that it is liable for breach of contract. From its response to Mr P, H clearly considered it had provided him with the service it agreed to do. All in all, I'm not persuaded that there's enough evidence to show there's been a breach of contract or misrepresentation by H for which NatWest could be held liable. So, I find that it wouldn't be fair or reasonable for me to require NatWest to refund the course fees.

I take on board what Mr P says about NatWest, in his view, only focusing on the fact he had used the course rather than the quality aspect. And I've fully considered what he says were clear service and regulatory failings on the part of NatWest in the way it handled his claim. But I don't think, on balance, NatWest's conclusion that it wasn't liable to pay Mr P a full refund for a breach of contract or misrepresentation, was an unreasonable or unfair conclusion to reach. And from everything I've seen, I'm not persuaded NatWest has breached regulatory duties or otherwise didn't provide the level of service it reasonably should've done in response to Mr P's section 75 claim.

For all these reasons, I'm not upholding this complaint. However, Mr P doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 December 2025.

Yolande Mcleod
Ombudsman