

The complaint

Mrs J has complained that Capital One (Europe) plc “Capital One” declined her claim for money back in relation to a course she paid for using her credit card.

What happened

All parties are familiar with the facts of this case so I will only set out a summary. On 19 August 2025, Mrs J paid £199 using her Capital One credit card to a supplier (who I’ll refer to as D). This was for an online course which was provided following the purchase. Mrs J says she didn’t use the course as she realised after purchasing it, that it wasn’t Ofqual accredited. She complained that she’d been mis-led about it as she wanted an Ofqual accredited course which would enable her to teach at colleges.

Unable to get a refund from D directly, Mrs J raised a dispute with Capital One saying the course had been misrepresented/mis-described to her. Capital One considered a claim under chargeback as well as a claim under section 75 of the Consumer Credit Act 1974 (section 75). It declined both on the basis that there was insufficient evidence the course had been misrepresented or that Mrs J had been misled about the course. After Mrs J complained, it issued a final response on the same basis.

Unhappy, Mrs J referred her complaint to this service. She explained that she had asked whether she could teach at a college with this course and the merchant had said she could. While she didn’t specifically ask whether it was Ofqual accredited, she felt it meant the same thing and she was led to believe that the course was the Ofqual accredited course she needed to do the job she wanted to do.

Mrs J’s complaint was considered by one of our investigators. They also agreed that there was insufficient evidence to show that she was mis-led about the course so felt Capital One’s answer to both her section 75 and chargeback claim wasn’t unfair.

Mrs J remained unhappy, she reiterated that she’d asked whether she could teach at a college with this course and felt she had been lied to. As the complaint couldn’t be resolved, 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.

Firstly, I’d like to reassure Mrs J, that I have considered all her concerns carefully, but I will only be dealing with the most salient parts of this complaint in this decision as I’m required to decide matters quickly and with minimum formality.

It may be helpful to explain that I need to consider whether Capital One – as a provider of financial services – has acted fairly and reasonably in the way it handled Mrs J's claim. Section 75 is a statutory protection that enables Mrs J to make a 'like claim' against Capital One for breach of contract or misrepresentation by a supplier because she paid for the goods using her Capital One credit card. So, I need to consider whether, based on the available evidence, it was fair and reasonable for Capital One to respond to her claim in the way that it did, and if not, if there's grounds for me to uphold Mrs J's complaint and order a remedy.

There are certain conditions that need to be met for section 75 to apply such as financial limits. From what I've seen, I think those conditions have been met and Capital One doesn't appear to dispute this.

In order to uphold Mrs J's section 75 claim on the basis that there has been a breach of contract or misrepresentation, the onus is on Mrs J to evidence that claim. As Mrs J's claim is that the course was misrepresented to her, she would need to show she has been misled or that D made a false statement of fact or law that she relied on to make a claim. There are consumer protection laws that apply to cases like this such as The Consumer Rights Act 2015 (CRA) which I've taken into account.

As mentioned above, as Mrs J is making the claim, the onus is on her to evidence her claim. I want to assure Mrs J that I've looked at everything she's provided including the messages exchanged with the merchant as well as the voice note submitted. I've also looked at her order form and the way the course is described. And as explained by our investigator, nothing she's presented shows that D described the course as being Ofqual accredited.

I can see the course was described as Award in Education Level 3 Online Course. It goes on to say it's not industry specific and users can teach with it generally. The voice note also didn't say it was Ofqual accredited. I appreciate Mrs J believes that, as she'd made it clear that she wanted to teach in a college, D assuring her she could teach with this qualification meant that essentially she was led to believe the course was indeed Ofqual accredited. But I'm afraid that simply isn't what she was told in any of the evidence she presented. She was told she could teach with the course and she's provided nothing to demonstrate this was untrue. And she hasn't provided any evidence that she was assured the course was Ofqual accredited.

I understand why Mrs J is disappointed but I don't think it's unfair to conclude that the evidence presented in this case falls short of what would be required to demonstrate the course was misrepresented or misdescribed to her. So, I don't think it was unreasonable for Capital One to conclude that there isn't sufficient evidence of a breach of contract or misrepresentation in this case.

Chargeback

As explained by our investigator, consumers can sometimes ask for a refund directly from the merchant through the Mastercard chargeback scheme. A chargeback is the process by which payment settlement disputes are resolved between card issuers and merchants, under the relevant card scheme rules. It allows customers to ask for a transaction to be refunded in a number of situations, some common examples being where goods or services aren't provided or where goods or services aren't as described. In this particular case, an appropriate reason might be that the course D provided wasn't as described.

Capital One concluded that Mrs J's claim did not have a reasonable prospect of success as she couldn't provide evidence that the course provided didn't match the description given to her. The chargeback rules only offer the ability to seek refunds in a limited number of

situations. The rules are made and run by Mastercard not Capital One, so Capital One is unable to apply any discretion here. So, while I sympathise with Mrs J's position, given the card scheme rules, I don't think Capital One's response to the dispute was unreasonable. So, I don't think she's lost out as a result of anything Capital One did/did not do.

Summary

I don't think there are grounds for me to uphold Mrs J's claim either under section 75 or chargeback. While I can see Mrs J is very disappointed with the way D described the course, I don't think she's been able to corroborate her claims. Having reviewed her complaint in its entirety, I don't think overall Capital One has acted unfairly and find no grounds to uphold Mrs J's complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 15 May 2026.

Asma Begum

Ombudsman