

The complaint

Ms W complains about the way Nationwide Building Society ('NBS') handled her request for a refund.

What happened

Both parties are familiar with the background to this complaint, so I'll focus my decision on my findings.

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.

Whilst I've read and considered everything Ms W has provided, if I don't mention any specific point, it's not because I have failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. This is not meant as a courtesy – rather this just reflects my role in resolving disputes with minimum formality.

Ms W's claim for a refund was in relation to a training course she'd enrolled on. She part paid for this course using her NBS credit card and has made various complaints about the course provider (the 'course provider' or 'provider') including that it misrepresented various aspects of the course to her and she said the contents of the course were inaccurate, outdated and vital material was missing from it.

NBS initially considered the matter under the relevant chargeback scheme. But I can see that Ms W's claim was made outside the timeframe for raising disputes via this route. For example, under goods/service not as described, there is a 120 day timeframe for raising disputes of this nature. And Ms W's claim was raised after this timescale. So, I don't think NBS acted unfairly or unreasonably when it decided not to pursue this matter further under the chargeback scheme.

NBS moved on to assess matters under the joint liability provisions of section 75 of the Consumer Credit Act 1974 ('section 75'). Under section 75 a financial business can be held jointly liable with the provider of goods or services where there is a breach of contract and/or misrepresentation. In terms of the section 75 claim, I've taken into account all relevant law such as the Consumer Rights Act 2015 (reasonable care and skill etc.) when reaching my decision.

From what I can see, whilst I appreciate Ms W was unhappy with the level of support she was receiving from the course provider, I don't think there's sufficient evidence to show it didn't provide her with what was promised under the contract. Or that it failed to act with reasonable care and skill. An example given by Ms W of the provider's failings was that the course was missing vital information and had inaccurate and outdated content. And she says she wasn't given the level of tutor support that she was promised. But these issues are difficult to evidence particularly as Ms W didn't complete the course. Further, I see the provider said its course was compliant with the relevant regulations. And I don't think Ms W has provided persuasive evidence to refute this. Additionally, reviewing the contract terms,

it didn't appear that Ms W was entitled to a refund from the provider at the point she decided to withdraw from the course.

In my view, NBS seems to have fairly reviewed all the evidence presented to it (and also what was reasonably available to it including information on the provider's website) before reaching its decision. I appreciate Ms W didn't think so and thought NBS hadn't given detailed enough reasons for declining her claim. However, I can see NBS reconsidered Ms W's claim and provided more detailed reasons for declining the claim. NBS may not have addressed all Ms W's points, but I don't think she presented a sufficiently persuasive case that NBS was liable for breach of contract and/or misrepresentation under section 75. So, I don't think NBS was obliged to refund Ms W or otherwise reimburse her for the consequential losses she claims she suffered.

I note what Ms W says about her financial situation – she says financing the course has left her in a difficult financial situation, which I'm, of course, sorry to hear is the case. She says that NBS not refunding her may mean she experiences further difficulties financially. Under these circumstances (financial difficulties), she should note that if she asks NBS for help with this, it is obliged to offer her an appropriate level of support in line with its regulatory duties. But for the reasons I've set out above, I don't think it has acted incorrectly in not refunding her.

In terms of NBS's customer service, I note Ms W says it delayed matters. But I can't see there were any unreasonable delays or other service issues for which compensation is warranted in this case. I appreciate Ms W was unhappy with some of the communications from NBS and she says she has made 'repeated requests' for information. However, overall, I'm satisfied NBS acted fairly and reasonably in terms of how it handled her claim.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Ms W wants, and I appreciate she will be disappointed with this outcome. However, she doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should she wish to do so.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 2 February 2026.

Yolande Mcleod
Ombudsman