

The complaint

Mr M has complained about the way Lloyds Bank PLC dealt with a claim for money back in relation to a purchase he made using his credit card.

What happened

The circumstances surrounding the complaint are well known to the parties so I won't go over everything again in detail. But, to summarise, in October 2024 Mr M made two payments using his Lloyds credit card totalling £875 to a company I'll call "S" for treatment to address a skin condition. Mr M said before purchasing the treatment S assured him it would be effective. I understand he'd purchased a consultation and course of three treatments. He said after the first treatment the doctor at S said the type of treatment he'd paid for wasn't as effective as laser treatment and S tried to sell him additional products and treatments. Mr M decided not to proceed with the further treatments and he requested a refund.

As S hadn't resolved things for Mr M, he decided to pursue a claim for money back through Lloyds. Lloyds said it raised a dispute for around £500 in relation to the portion of the service not provided as a result of the cancellation. But it said this was declined because S defended based on its no refund policy which Mr M had agreed to. Lloyds also said it hadn't been provided sufficient evidence of a breach of contract or misrepresentation for the claim to succeed under section 75 of the Consumer Credit Act 1974. It said it thought S had completed its responsibilities as set out in the contract, and it sets out the limitations of the treatment and that no guarantees were made regarding the results.

Mr M decided to refer his complaint to the Financial Ombudsman to consider. One of our investigators looked into things but didn't make any recommendations. Mr M didn't agree. In summary, he provided a witness statement from his sister who attended both appointments with him. His sister said S told Mr M the treatment would work and he'd achieve the desired results within three sessions. She said no risks, limitations or uncertainties were explained; there was no cooling off period offered and that S pressured Mr M to purchase the treatment. Mr M said at his second appointment before seeing the doctor he wrote on a form that he wasn't happy. He said S didn't behave in the way it said it would on its website. He said he'd provided evidence from a different doctor that the treatment was unsuitable for his skin history, and it was unlikely to be effective. Mr M said the consent form he'd signed happened after the misrepresentation and the consent form doesn't override verbal guarantees and doesn't prove S acted fairly.

Mr M also said claims by S that he wasn't pressured and didn't receive treatment on the day of the consultation were factually incorrect. He said S didn't give him time to make an informed decision. Overall, he said Lloyds should be liable under section 75 for breach of contract and misrepresentation.

As things weren't resolved, the complaint has been passed to me to decide.

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.

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr M and Lloyds that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I also want to say I'm very sorry to hear Mr M was unhappy with the treatment. I appreciate it cost a significant sum, and I thank him for taking the time to bring the complaint.

What I need to consider is whether Lloyds – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr M's request for getting money back. It's important to note Lloyds isn't the supplier. I can't hold it responsible for everything that may have gone wrong. But I've gone on to think about the specific card protections that are available. In situations like this, Lloyds can consider assessing a claim under section 75 or raising a chargeback.

Section 75 is a statutory protection that enables Mr M to make a like claim against Lloyds for breach of contract or misrepresentation by a supplier paid by credit card in respect of an agreement it had with him for the provision of goods or services. But there are certain conditions that need to be met for section 75 to apply. The value of the £800 transaction falls within the financial limits. And I think the necessary relationships exist between the parties.

For the breach of contract claim, I've first thought about terms that were implied into the contract by the Consumer Rights Act 2015 ("CRA"). The CRA implies terms into the contract that says services need to be carried out with reasonable care and skill.

In cases such as this it is often complex to assess the quality of the service Mr M paid for. Results from such treatments are subject to many variables. While I've reviewed all the evidence, I don't think Mr M has provided sufficient supporting evidence such as an independent, expert opinion that sets out the treatment he paid for has not been done with reasonable care and skill as implied by the CRA. I'm mindful it is the manner in which the service was provided rather than the results of the treatment that is the crucial issue for me in considering whether there's been a breach of an implied term in relation to the service.

Mr M has provided a letter from a doctor that sets out the treatment he paid for alone was unlikely to deliver the desired results. The doctor also said it would be unethical for S not to have provided Mr M sufficient time to reflect on his options and that S should have communicated transparently with him. But I'm conscious the doctor set out their thoughts solely based on what Mr M had explained to them. S didn't have the opportunity to put its own side forward – and we know it disagreed. Importantly, I don't think the third-party doctor explained the procedure wasn't carried out with reasonable care and skill.

I'm not a treatment expert, and neither is Lloyds. I think it fairly would have wanted to see more to show that there was a breach of any implied terms of the contract.

I've also thought about the express terms of the contract. Mr M signed a consent form, as is common with these sorts of treatments. This sets out the various risks and uncertainties with such a treatment. And it indicates Mr M would have understood S couldn't guarantee specific results or outcomes. Given the nature of the treatment, I don't think those sorts of terms are unfair or unusual. So even if Mr M didn't quite get the results he wanted after the treatment, I don't think that would be considered a breach of contract.

For the misrepresentation claim, Mr M would need to evidence S made a false statement of fact that induced him into the contract. The problem Lloyds had was that Mr M and S gave two conflicting accounts of how the treatment was sold. So it was one party's word against the other's. It's again hard to reach firm conclusions in these sorts of scenarios. Where there's a dispute about what was said, it's often helpful to look at the other available evidence, such as the signed paperwork. Having done so, I think it was hard for Lloyds to conclude S made a misrepresentation when Mr M signed a consent form outlining the risks and uncertainties. The form also sets out Mr M agreed he was given enough time to make an informed decision regarding the treatment. If the consent form had anything on it that wasn't in line with what he thought S had explained he had the opportunity to query this, or not sign it.

Having considered everything carefully, I have to bear in mind that Lloyds faced evidential challenges when considering this complaint. On the one hand, Mr M said S pressured him to make the purchase, and that the type of treatment wasn't suitable for what he wanted. He also said S didn't give him sufficient warnings of the risks or uncertainties. This was backed up by his sister who gave a supporting witness statement. But on the other hand, S had explained to Lloyds that the sale was carried out appropriately; Mr M did have time to make a decision; Mr M had signed a consent form; there was no refund due in this situation; and it didn't have sufficient evidence the treatment wasn't carried out with reasonable care and skill.

Overall, I need to consider the evidence Lloyds had when Mr M first raised the claim. I primarily need to focus on what happened prior to Lloyds issuing its final response because the events preceding this relate to what it's had the chance to formally consider. I think it would have wanted to be more certain that there was either a misrepresentation or breach of contract. Therefore, I don't think Lloyds' handling of the section 75 claim was unfair.

The thrust of Mr M's response to our investigator's view related to section 75. So this is what I've focussed on. But Lloyds also considered a chargeback claim for him. The chargeback process provides a way for a card issuer to ask for a payment to be refunded in certain circumstances. The chargeback process is subject to rules made by the relevant card scheme. It's not a guaranteed way of getting money back. While it's good practice for a card issuer to attempt to chargeback where certain conditions are met and there's some prospect of success, there are grounds or dispute conditions (including time limits) set by the relevant card scheme that need to be considered. If these are not met, a chargeback is unlikely to succeed. And something going wrong with a merchant won't always lead to a successful claim.

Lloyds did submit the chargeback, which I think was fair of it. But S defended it in line with what I've said above. Given chargeback is very reliant on things such as documentary evidence including the cancellation terms; consent forms and so on, I don't think Lloyds was provided sufficient evidence that meant it should have pursued the chargeback claim further.

To conclude, while I'm sorry to hear Mr M is unhappy, and I'm not saying something definitely hasn't gone wrong, overall, based on the evidence presented I don't think there's grounds for me to direct Lloyds to refund Mr M what he's seeking.

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 Mr M to accept or reject my decision before 19 May 2026.

Simon Wingfield

Ombudsman