

## **The complaint**

Mr S is unhappy Lloyds Bank PLC hasn't given him a refund for a course he paid for using his credit card.

## **What happened**

Mr S bought a coding course from an online course provider. He paid for the course in eight instalments of £212, using his Lloyds credit card. Mr S registered for the course in September 2023, and it involved training and practical modules delivered online.

The course provider said Mr S would receive a "job guarantee" and be placed in employment after passing the course or receive a refund. The welcome letter noted that the "job guarantee" would only apply if Mr S completed the course within 12 months.

Mr S says he thinks the course was misrepresented and mis-sold to him. He says the course provider didn't make it clear how difficult the course could potentially be if he didn't have previous coding experience and knowledge. He says the course provider didn't support him in a timely way, and it was marketing the course as having a 4–6 month completion time. Mr S says the quality of the training was poor and this led to it taking him over 12 months to complete the course – as a result he wasn't eligible for the "job guarantee".

As the course provider didn't resolve Mr S' concerns, he made a claim to Lloyds asking for a refund under Section 75 of the Consumer Credit Act 1974 (S75 CCA). Lloyds reviewed the claim but didn't uphold it. It told Mr S that it hadn't seen evidence the course provider had misrepresented the course, and he wasn't able to benefit from the "job guarantee" as he hadn't met the terms and conditions for it. Mr S wasn't happy with the outcome and says Lloyds didn't discuss the claim with him or consider all his evidence fairly.

Mr S then brought the complaint to our service. Our Investigator didn't think Lloyds had treated Mr S unreasonably when it considered the S75 CCA claim. He explained he hadn't seen evidence to persuade him that the course had been misrepresented, or that there was a breach of contract. He agreed Lloyds hadn't called Mr S to discuss his claim at the right time, but as Mr S spoke to Lloyds later on, he thought this hadn't affected the outcome of the claim.

Mr S didn't accept this outcome. He said the course provider had paid him £700 in exchange for removing a negative online review about the course, which he believes shows the course provider did something wrong. He said he didn't think the outcome was fair, and he thought the remit of a S75 CCA claim didn't fairly consider all the evidence he provided. As our Investigator didn't change his mind, Mr S asked for a final decision on the complaint.

## **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.

Having done so, I agree with the outcome reached by the Investigator – and I'll explain why.

Mr S has made several detailed points in his complaint and submitted significant amounts of information and detailed testimony. I want to reassure Mr S that I've considered everything he's said and all the information on the file. But in my decision, I do not intend to refer to everything or address every point made. I mean no discourtesy by this, instead I will focus on what I see as being the key outstanding points following the Investigator's outcome, and the reasons for making my decision.

Lloyds is a different business to the online course provider, so I can't hold it responsible for everything that may have gone wrong. Instead, S75 CCA allows a borrower under a credit agreement to make a like claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of the goods or services. There are certain conditions to be met for a valid claim to be considered, and I think they've been met here.

The Consumer Rights Act 2015 (CRA) implies terms into the contract to supply services that "the trader must perform the service with reasonable care and skill". There are also terms expressed in the contract between Mr S and the course provider. I need to decide how Lloyds answered the claim for breach of contract or misrepresentation.

I understand Mr S doesn't strictly think his claim fits into the criteria for a S75 CCA claim. He says he's only referred to misrepresentation because this is what Lloyds looked at. I think Lloyds needed to consider the best way to support Mr S with his dispute when he first raised it, and so I've thought about whether it was fair for Lloyds to look at the dispute under S75 CCA.

As Mr S paid for the course on a plastic card, Lloyds could have instead disputed the transactions via a chargeback. But, as Mr S is arguing that the quality of the services he received wasn't up to standard, and the course was delivered to him, I think his claim was more suited to a S75 CCA claim than to a chargeback. I'm also mindful there are time limits to raise a chargeback, which might have run out by the time Mr S made his claim. So, I think it was reasonable for Lloyds to consider the dispute as a S75 CCA claim instead.

I've then gone on to consider if Lloyds reasonably thought about whether the course provider had misrepresented the course, or if there had been a breach of contract by the supplier.

### Misrepresentation

I've considered if there's sufficient evidence to show the course provider misrepresented the contract to Mr S. For the purposes of S75 CCA, misrepresentation is where there is an untrue statement of fact made by the supplier, that induces the consumer into entering the contract. This is relevant, as Mr S says the course provider didn't make it clear how complex it could be if he didn't have previous coding experience. Mr S says the course provider also said the course could be completed in less than a year, but that this wasn't possible for him as he didn't have previous experience in the area. As a result, Mr S says he didn't receive the guaranteed job promised at the start of the course.

I've looked at the information Mr S has provided for the course. I understand Mr S strongly thinks the course wasn't suitable for someone without prior experience in the area. But Mr S hasn't shown Lloyds where he thinks the course provider made false statements about the content of the course, the time to complete it or its possible difficulty.

Mr S also says the course provider made false statements about a guaranteed job being offered after he completed the course. The registration email Mr S provided states "*Please note you have 1 year to complete the Coding Traineeship in its entirety. This is also a requirement to be eligible for the Job guarantee policy.*" This was provided after Mr S had signed up for the course, and it isn't clear if the same term was set out before he agreed to the contract.

Lloyds gave Mr S the opportunity to provide evidence to support that the course provider had misled Mr S about the job guarantee or the prior experience needed for the course. But I haven't seen that the information he provided showed there was a misrepresentation here.

I understand Mr S unfortunately wasn't able to complete the course within the 12-month period, so he hasn't qualified for the guaranteed job. But as I've said above, I need to be persuaded that the course provider made a false statement of fact about this.

I therefore think Lloyds has reached a fair conclusion when saying the course provider didn't misrepresent the course to Mr S.

#### Breach of implied terms

I've then thought about whether Lloyds has fairly considered if there has been a breach of contract due to implied terms from the CRA. This is because Mr S says the course provider didn't support him throughout the course, and the content of the course was poor. So I think Lloyds needed to consider if the course was provided with reasonable care and skill, based on the evidence Mr S provided.

I've looked at the emails Mr S has provided between him and the tutor. He's provided significantly long email chains covering several months at a time, so I won't go into detail about each correspondence. I think it's clear Mr S was frustrated about his progress with the course at times, as I've found he told his tutor he had concerns he wasn't progressing fast enough. But, when Mr S raised these concerns, the tutor arranged additional calls to talk to Mr S about his concerns. I've also found Mr S then continued with the modules and completed the activities alongside support from the tutor.

It's not entirely clear how much of the course Mr S completed, but he told Lloyds he completed two out of four modules. Mr S said the tutor was absent for two weeks and he thinks this prevented him from completing the course within a year. But I've not seen supporting evidence to show Mr S was only prevented from completing the course because of something the course provider did wrong. Also, I can't see Lloyds was shown there was a problem with the quality of the course content, for example that the material wasn't correct. The evidence Mr S did provide seems to show he was engaging with the content and being supported by the tutor, even though he was finding it difficult.

I understand some of Mr S' concerns about the course may be subjective, and so these will be difficult for him to prove. But, after looking through all the evidence Lloyds had available for the claim, I think Lloyds reached a fair conclusion that there wasn't a breach of contract due to implied terms from the CRA.

#### Other considerations

Mr S has also complained about the way Lloyds considered his claim. He says he asked the claims team to call him when he returned from holiday, so he could explain everything. The claims team didn't call at the right time, and issued a finding before speaking to Mr S. So, he thinks the finding was flawed and doesn't trust that Lloyds thought about the claim correctly.

I can understand why Mr S was disappointed here. I think he made it clear he wanted to speak to the team, and he was promised a call back. Unfortunately, the call took place a day early and so Mr S wasn't available. But, despite missing the call, Mr S was able to speak to Lloyds after the initial claim response and explain his side of the dispute. I'm satisfied Lloyds had the chance to gather the evidence Mr S wanted to provide, and after doing so, it explained the outcome hadn't changed. Lloyds apologised for the missed call, and I don't think it needed to do more than this.

Mr S asked Lloyds to give him a full refund for the cost of the course to resolve his dispute. However, even if there was persuasive evidence of a breach of contract or misrepresentation by the course provider, I'm mindful Mr S has received some benefit by completing modules and learning the coding skills. Where services are proven to have not been provided, one of the remedies available would be for the price of the services to be reduced to fairly reflect the breach of contract or misrepresentation.

Mr S has explained the course provider paid him £700 in return for him removing an online review he posted about the course and not raising further disputes online. The emails Mr S provided suggest this was done as a gesture rather than in acceptance of the course being mis-sold or misrepresented to him. So, I don't think the payment itself means there is a reason for Lloyds to uphold the S75 CCA claim. But the payment is around 40% of the total cost of the course. I think it's fair to bear in mind that even if Mr S' claim for a refund under S75 CCA was successful, he might have already received a fair price reduction as a gesture from the course provider.

I'm sorry to hear Mr S was disappointed with the course and feels he didn't achieve what was promised at the start. But, after reviewing his complaint carefully, I don't think Lloyds has treated him unfairly when considering his claim for a refund. So, I won't be asking Lloyds to refund Mr S or do anything further to resolve his complaint.

I would remind Mr S that our involvement, if he chooses not to accept the outcome of this final decision, doesn't prevent Mr S from pursuing other ways of resolving the matter with the course provider. And so this doesn't take away any statutory rights Mr S may have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 May 2026.

Hannah Dunkley  
**Ombudsman**