

## **complaint**

Mrs T complains that Barclays Bank PLC, trading as Barclaycard, hasn't refunded money she's paid for a mentoring programme. She doesn't think the programme was of the standard she was told it would be.

## **background**

Mrs T paid £4,987 to a third party for a mentoring and coaching programme using her Barclaycard. But she wasn't happy with the quality of support she was being given by the mentor. Mrs T asked the third party for a refund – but they refused. So she asked Barclays for a refund under Section 75 of the Consumer Credit Act 1974. Barclays refused.

Our adjudicator thought Barclays had dealt with the refund request fairly. She felt Mrs T hadn't been able to give the bank enough information for it to give her a refund. Mrs T remains unhappy and wants an ombudsman to review her complaint.

## **my findings**

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've reached the same outcome as the adjudicator. I'll explain why.

Under Section 75, Mrs T has an equal right to claim a refund from the third party supplier or Barclays. I want to make it clear that my final decision only looks at whether Barclays has dealt with her request in a fair and reasonable way.

To get a refund under Section 75 there needs to have been a misrepresentation of the contract or a breach of it. Mrs T never received a contract from the supplier and hasn't been able to get any further information from it about exactly what was agreed to be provided under the mentoring programme. I've seen an invoice that shows the cost of a yearlong programme is £4,987 – but this doesn't show any other details.

Without the details of exactly what it was Mrs T was buying, it isn't possible to say if she did or didn't get what she paid for. So Barclays can't see if there was a misrepresentation or breach of contract. In these circumstances, I'm satisfied the bank dealt with her refund request fairly – it didn't have enough details to give Mrs T a refund.

I do sympathise with the situation Mrs T finds herself in. But I don't think Barclays has done anything wrong in not giving her a refund.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 11 April 2016.

John Miles  
**ombudsman**