

complaint

Mr R complains that Capital One (Europe) plc will not refund to him the money that his wife paid for a beauty training course. His complaint is made against Capital One under section 75 of the Consumer Credit Act 1974.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. She concluded that the debtor-creditor-supplier relationship required for a claim under section 75 was not present and that there was no reasonable prospect of a successful chargeback claim. She noted that Mr R had received a refund of £60 for the practical training which the adjudicator considered to be reasonable. Mr R has asked for his complaint to be considered by an ombudsman.

my final decision

I have considered all that Mr R and Capital One have said and provided in order to decide what is fair and reasonable in this complaint.

One of the requirements for a successful claim under section 75 is that there must be a direct relationship between the debtor, the creditor and the supplier. In this case, Mr R's credit card has been used to pay for a beauty training course for his wife. The invoice is addressed to Mr R's wife and the course was to be supplied to her. I therefore consider that Mr R's wife was the contracting party with the supplier of the course and that there is no direct relationship between Mr R and the supplier of the course. As such I do not consider that his claim under section 75 can be successful.

Capital One says that it attempted to secure a refund for Mr R on two occasions but the supplier successfully challenged the claims and I do not consider that there was any reasonable prospect of the claims being successful. Mr R has received a refund of the £50 plus VAT that was set out as the price for the practical training that was not received by his wife. I consider that to be fair and reasonable in the circumstances and I am not persuaded that it would be fair or reasonable for me to require Capital One to refund the balance of the cost of the course to Mr R.

For these reasons, my decision is that I do not uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R either to accept or reject my decision before 1 May 2015.

Jarrod Hastings

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.