

#### complaint

Mr K says National Westminster Bank Plc unfairly rejected a claim he made under Section 75 of the Consumer Credit Act (CCA). He wanted to recover the cost of a course that was misrepresented to him. And the bank failed to tell him about its decision for six weeks.

#### our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. She listened to the calls Mr K made when he bought the course and couldn't agree it'd been misrepresented. So she said the bank was entitled to reject the claim. Mr K disagreed, saying he'd asked for the complete training package and this wasn't what he'd received. And the course provider's customer service was very poor.

#### my final decision

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 conclusion as the adjudicator and for the same reasons.

Based on the calls, and what Mr K was told by the training provider, I don't agree the training was misrepresented. So it follows I think the bank was right to reject the claim for a refund under Section 75 of the CCA. I know Mr K is increasingly frustrated by the customer service from the training provider. But I can only look at the bank's actions, whether it made any mistakes and if so what it should do to put them right. In this case, as I've said, I think the bank made the right decision. And I note the bank apologised for its slow service in its final response letter and paid £25 compensation. I find this a fair and reasonable outcome.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision before **29 December 2015**.

**Rebecca Connelley**

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.