

The complaint

Mrs E complains that Barclays Bank UK PLC (trading as Barclaycard) refused to refund the cost of a training course that she paid for (in part) using her credit card.

What happened

In July 2021 Mrs E purchased a course in permanent makeup that cost about £17,000. She is unhappy with the quality of the training and she considers misrepresentations were made. In summary, she says:-

- she paid double the usual cost for top quality training but this wasn't provided;
- she didn't get the four days of training promised or the additional day offered;
- the prospectus said lunch would be provided but it wasn't;
- she was promised live models to perfect her skills but the models provided had the relevant treatments previously so there was no opportunity to complete a procedure from scratch - or work on a variety of models - meaning she was unable to master the necessary skills with confidence;
- her equipment wasn't calibrated to her personally as promised and she didn't get training on some techniques;
- the course provider tried to sell other things during training which she felt pressured to purchase and reduced her training time;
- one trainer took personal calls during the course and Mrs E was left alone to view videos with poor sound at times;
- public liability insurance was not received and she was locked out of the website portal and unable to access demonstration videos and training;
- there was no follow up contact when the training finished, her only contact was when she requested a full refund;
- she asked to redo the course and the provider offered work on one model only, she has lost confidence in the trainers in any event and will need to retrain elsewhere due to lack of support;
- communication was poor and she was threatened with legal action which she found bullying and intimidating.

Mrs E contacted the course provider (that I'll call P) who didn't agree there was a breach of contract or misrepresentation. In summary P said:-

- a variety of models was provided, some may have had the relevant treatment previously but this reflects the usual clients to be expected in practice;
- they aim to have at least one model who hasn't had a specific treatment before on each training course and this was achieved as Mrs E worked on a client who hadn't had eyeliner previously;
- a model who hadn't had an eyebrow treatment before was booked but she cancelled due to covid, this was outside of P's control and an alternative was provided at short notice;
- lunch was promised and this wasn't provided due to a covid related change that wasn't updated in the course paperwork but Mrs E was told via email that she'd need

- to get her own lunch and P offered a £40 refund to cover this cost;
- equipment was pre-calibrated for Mrs E to the correct setting so it didn't have to be altered and, if there was a fault, it's under guarantee;
- information about other courses was provided during training but there was no pressure to purchase;
- one of the trainers had car trouble and took two calls from the breakdown service that lasted about three minutes, this was unavoidable and did not impact adversely on Mrs E's training;
- a video didn't start correctly but this was rectified before the trainer left Mrs E to watch it and she reported that the content was helpful and made notes - in any event, the video was available on the website for Mrs E wanted to watch again if she wanted;
- P provided several extras, in addition to the start up kit, which outweighs any minor inconvenience caused;
- Mrs E was advised at the outset to undertake a shorter course, so she would have more time to perfect her skills, but she chose to book the full course;
- Mrs E was late to training, she also had difficulty seeing the needles at times and changed her glasses and one trainer was concerned that she had unrealistic expectations about how quickly she'd acquire the necessary skills so a video chat with another student was arranged to help Mrs E appreciate what was required;
- Mrs E expressed satisfaction at the end of the course and then asked for a full refund a week later which suggests she simply changed her mind and decided this sort of work wasn't for her.

Mrs E didn't agree with P's version of events so she contacted Barclaycard and asked for a refund, under section 75 of the Consumer Credit Act 1974 (CCA). Barclaycard considered the evidence and declined the claim and Mrs E's complaint - as it didn't think there was enough to show a breach of contract or misrepresentation by P.

Mrs E referred the matter to our service and one of our investigators looked into what happened. He didn't think the complaint should be upheld. He was satisfied that P accepted lunch wasn't provided and offered a refund, which seemed reasonable. He thought the course elements that Mrs E said she didn't receive were either not included within the course package to begin with or they were available (such as liability insurance, for example) but not used by Mrs E - or they were actually provided, such as the four days of training.

The investigator wasn't satisfied that there was enough evidence to find there was a breach of contract or misrepresentation by P and he didn't think it was unreasonable for Barclaycard to decline the section 75 claim. He also considered a chargeback but didn't think that was likely to have been successful and he didn't recommend Barclaycard should have to do anything further.

Mrs E didn't agree and she asked for an ombudsman to review the matter. She says she was persuaded to purchase the course by numerous testimonials supplied by P and she feels strongly that she didn't get what she was promised.

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.

Where evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Mrs E has made fairly detailed submissions and I've also spoken to her about what happened, so I'm going to have to summarise things in my decision. The rules of our service allow me to do this. And I want to assure the parties, if I don't mention every single point that's been raised, it's not because I haven't thought about it. I have considered everything that's been said and sent to us. I'm going to concentrate however in this decision on what I consider is key to reaching a fair and reasonable outcome overall.

I have no doubt that Mrs E feels very let down with this purchase. She brings her complaint to our service because she paid the deposit (of just under £3,000) for the course using credit provided by Barclaycard. I understand she wants Barclaycard to give her a refund because she considers P didn't provide what she paid for. And I want to be clear at the outset that I'm looking at Barclaycard's response to Mrs E's complaint - it's not within my remit to require P to do anything.

Section 75 CCA

Section 75 provides (broadly speaking) that the borrower under a credit agreement has an equal right to claim against the credit provider if there's a breach of contract or misrepresentation by the supplier of goods or services - in certain circumstances. I've considered section 75 when I've looked at whether Barclaycard has taken appropriate steps in relation to this complaint.

I realise this training course didn't meet with Mrs E's expectations - she raised a number of issues in her correspondence with P and Barclaycard (as outlined above). In order to uphold her complaint, I'd need to be satisfied that there was a breach of contract - or misrepresentations were made by P (in that Mrs E was told something untrue at the outset which induced her to make the purchase).

I asked Mrs E if there were any specific written terms and conditions and she referred me to the course prospectus and extracts from the course manual that set out what was included. I've looked through this paperwork carefully. I'm satisfied that P agreed to provide 12 weeks of coursework, a start-up kit (consisting of several items including equipment and a selection of related consumables, such as pigments), four days of one to one training plus a fifth "trouble shooting" day, liability insurance, a helpline and access to online videos and similar for 12 months.

I've seen nothing to show that the coursework and start-up kit weren't supplied and I'm satisfied that Mrs E received four days of training. It looks as if the fifth day was offered but Mrs E declined to take this up. I appreciate Mrs E feels these elements weren't all provided as promised because, among other things, some of her training time was taken up with a trainer attempting to sell other courses/products, her equipment wasn't personally calibrated and she didn't get to work on live models who hadn't had certain treatments previously.

I can't see any reference in the paperwork to the provision of live models who hadn't had specific treatments before but P acknowledges in correspondence that this is something it seeks to provide. P says one such model was provided here (for eyeliner practice) and Mrs E confirmed she had the chance to do that from scratch. I realise Mrs E is disappointed that she didn't get the opportunity to work on a model who hadn't had another specific treatment previously - but P says a relevant model was booked and couldn't attend as she tested positive for Covid and a substitute was provided although this person had the treatment before. I have no reason to doubt what P says. I think it sounds credible. And I can't fairly find this amounts to a breach of contract in these particular circumstances.

P also states that Mrs E's equipment was supplied pre-calibrated to the personal setting that she used during training so there was no need to do more to set it up - and tutorials were

available online if Mrs E had any difficulties. Mrs E told me that's not right. She says her equipment hadn't been taken out of the box when she got it and P refused to help her set it up on the last day of training. I can't be certain what happened. I don't think what P says about pre-calibration sounds implausible and Mrs E confirmed that she was able to set up the equipment - after watching a video on the manufacturer's website. On balance, I can't reasonably find the equipment wasn't supplied as agreed.

I don't think it's unusual for course providers like P to provide information about other courses and products on offer in this situation. I appreciate Mrs E may have found this frustrating but I'm not persuaded that relatively minor interruptions such as this - or a trainer taking personal calls and minor glitches in video recordings - are likely to have adversely impacted on the quality of the training provided overall.

I've seen nothing to suggest that Mrs E raised any significant issues during the four days of training that she attended - which I would have reasonably expected her to do if she had such concerns - and this would have given P the chance to address these at the time. Instead it looks as if she actively indicated that she was happy with the course on her last day of attendance. I can't see that Mrs E sought to take advantage of the fifth day of training or the liability cover but I'm satisfied this was offered. And I think P's offer to refund the cost of lunch sounds fair, in all the circumstances.

Mrs E has referred to testimonials from other students that P supplied which she says wrongly persuaded her to book the course. I think an individual's experience of training of this sort is always going to be subjective, to some extent. As far as I can tell, the students who provided the testimonials in question were recounting their own experiences. I've got nothing to show that the testimonials are false - or P otherwise made misrepresentations that induced Mrs E to purchase the course. And I'm not persuaded I can reasonably uphold this complaint on those grounds.

When I spoke to Mrs E I explained that I wasn't satisfied there was enough evidence to reasonably find there was a breach of contract or misrepresentation here - for the reasons set out above. I agreed she could have more time to provide additional evidence - if she wanted to. The time set for that evidence to be supplied has now passed and Mrs E hasn't sent us anything else.

Taking all of the available evidence into account, I'm not persuaded that there are sufficient fair and reasonable grounds to find there was a breach of contract or misrepresentation here. And I don't think Barclaycard acted unfairly or unreasonably in declining Mrs E's section 75 claim.

Chargeback

Mrs E says she didn't receive the services she paid for using her credit card so, like the investigator, I've thought about chargeback. This is a process that allows a customer to ask for a transaction to be reversed if there's an issue with the goods or services they've paid for. There's no automatic right to a chargeback but we generally think a financial business should attempt one if there's a reasonable chance of success. The success (or not) of a chargeback is decided under the relevant card scheme rules. And it's for the financial business to decide if a chargeback is likely to succeed - albeit we'd expect it to make that assessment on a reasonable basis.

I've considered whether Barclaycard followed the relevant scheme rules here. For the reasons set out above, I'm not persuaded there's enough evidence to show that there was a failure to provide the goods and services promised. So I think it's unlikely a chargeback would have succeeded and I can't fairly find it was unreasonable of Barclaycard not to

pursue this option.

In light of my findings, I'm not persuaded that Barclaycard has acted unreasonably or treated Mrs E unfairly and I'm unable to uphold her complaint. I realise this decision is likely to come as a disappointment to Mrs E as it's not the outcome she wanted. I understand she feels extremely let down by what happened and I have sympathy for her situation but I can't reasonably require Barclaycard to do more. Mrs E isn't obliged to accept what I've said - in which case it remains open to her to pursue the matter by any other means available.

My final decision

For the reasons set out, my decision is I am unable to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 20 October 2023.

Claire Jackson
Ombudsman