

The complaint

Mr M complains that a training course, that he was paying for under a fixed sum loan agreement with Caledonian Consumer Finance Limited, was mis-sold to him.

What happened

Mr M registered for a training course with a course provider in January 2019. He also entered into a fixed sum loan agreement with Caledonian Consumer Finance to pay for the course. He stopped making payments to Caledonian Consumer Finance and complained to it that the course wasn't fit for purpose and was misrepresented to him.

It said that it had found no evidence of a breach of contract or misrepresentation by the course provider so it didn't uphold his complaint. Mr M wasn't satisfied with its response so complained to this service.

Our investigator didn't uphold his complaint. She wasn't persuaded that the course was mis-sold and that if Mr M had wanted an electrical course with minimal plumbing he would have raised it much sooner than he did. She'd found no evidence of a breach of contract, or misrepresentation and she said that the course provider had offered to change him onto an electrical course.

Mr M has asked for his complaint to be considered by an ombudsman. He says, in summary, that the course was mis-sold, the wrong course was provided, the delivery mechanism was inappropriate for him, the course support was insufficiently administered and the online aspect wasn't suitable for him.

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 conclusions reached by the investigator for these reasons:

- Mr M used credit in the form of a fixed sum loan agreement to pay for the course;
- in certain circumstances, section 75 of the Consumer Credit Act 1974 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier;
- to be able to uphold Mr M's complaint about Caledonian Consumer Finance, I must be satisfied that there's been a breach of contract or misrepresentation by the course provider and that Caledonian Consumer Finance's response to his claim under section 75 wasn't fair or reasonable – but I'm not determining the outcome of Mr M's claim under section 75 as only a court would be able to do that;
- Mr M says that he wanted to take an electrical course with some plumbing and he registered with the course provider;

- he signed a registration form in January 2019 for a plumbing course which was described as “*Complete Prof. Weekend*” and he confirmed that he’d received a complete course kit, had read and understood his cancellation rights, and understood that it was a self-study program;
- he also signed a fixed sum loan agreement with Caledonian Consumer Finance which incorrectly described the course as an “*Electrical course*” but correctly set out the price of the course which was £7,800, that Mr M had made an advance payment of £60 and agreed to make 43 monthly loan repayments of £180 – the loan was interest free;
- Mr M started the course and the course provider says he was enrolled on the course for six months before he complained about it and in that time had accessed the course provider’s online portal 16 times, had successfully completed the first homework assignment and had been in phone contact with its tutors;
- if Mr M had been registered for the wrong course I consider that it would be reasonable to expect that he would have realised that soon after he started the course and that he would’ve contacted the course provider about it – but I’ve seen no evidence to show that he did so or that he tried to withdraw from the course during the cancellation period;
- Mr M clearly wasn’t satisfied with the course but I’m not persuaded that there’s enough evidence to show that it was incorrectly described to him, wasn’t fit for purpose or was mis-sold to him;
- I sympathise with Mr M for the issues that he had with the course and I appreciate the difficulties that he will have faced as English isn’t his first language – but I’m not persuaded that he’s provided enough evidence to show that there’s been a breach of contract or misrepresentation by the course provider;
- the course provider has said that Mr M could swap to an electrical course, which cost the same as the plumbing course, if he wanted to do so and keep the loan agreement in place – but he hasn’t done so;
- I’m not persuaded that there’s enough evidence to show that the course provider or Caledonian Consumer Finance have acted incorrectly in their dealings with Mr M about the course and I consider that Caledonian Consumer Finance’s response to his complaint has been fair and reasonable in the circumstances; and
- I find that it wouldn’t be fair or reasonable for me to require Caledonian Consumer Finance to end the fixed sum loan agreement, to refund to Mr M any of the loan repayments that he’d made, to pay him any compensation or to take any other action in response to his complaint.

I suggest that Mr M contacts Caledonian Consumer Finance to try to agree an affordable repayment arrangement for the amount that he owes to it. If he doesn’t do so, I consider it to be likely that Caledonian Consumer Finance will take further action against him, to the extent that it’s legally entitled to do so. If Mr M is experiencing financial difficulties, he should explain those difficulties to Caledonian Consumer Finance. It’s required to respond to them positively and sympathetically.

My final decision

My decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 June 2021.

Jarrold Hastings

Ombudsman