

## The complaint

Mr R complains that a training course was misrepresented to him and that he didn't know that he'd entered into a fixed sum loan agreement with Caledonian Consumer Finance Limited to pay for the course. He's being helped with his complaint by his representative.

## What happened

Mr R registered for a plumbing course in July 2016. He says that he tried to cancel the course about a month later but couldn't do so and continued paying for it even though he stopped taking the course. He complained about the course in October 2020. Caledonian Consumer Finance said that Mr R had been provided with extensive information about the course and details of the loan agreement, including his cancellation rights, but he didn't exercise those rights within the time allowed so the course remained available to him until it expired in July 2019.

Mr R wasn't satisfied with its response so complained to this service. Our investigator didn't recommend that his complaint should be upheld. She thought that there was enough information to show that Mr R was entering into a finance agreement and he had the option to cancel the agreement within 14 days but didn't do so. And she couldn't say that the course was misrepresented to him.

Mr R has asked for his complaint to be considered by an ombudsman. His representative says that Mr R never received his pack, he didn't log in until after the 14 day cooling off period and he wouldn't know the course wouldn't be what he had expected until after he logged in and attempted it.

## 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 R signed a registration form for the plumbing course in July 2016 which described the course as *"Complete Prof Weekend"* with a total cost of £7,145 and a box was ticked to show that he would be paying for the course using a credit agreement;
- in the registration form he confirmed that he'd received the complete course kit, study guide and a copy of the credit agreement and that he understood the *"open learning nature"* of the self study program and his cancellation rights;
- Mr R also signed a fixed sum loan agreement with Caledonian Consumer Finance in which he agreed to make 43 monthly payments of £165 to repay the loan of £7,145 – the loan was interest free and immediately above his signature it says: *"This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms"*;
- the loan agreement also said that Mr R had the right to withdraw from the agreement within 14 days;

- Mr R says that he tried to cancel the course after about a month – but at that time his right to cancel his registration for the course and to withdraw from the loan agreement had ended – and Caledonian Consumer Finance says that neither it nor the course provider has any record of Mr R requesting a cancellation;
- he says that he continued to pay for the course, completed two modules and realised that it wasn't for him – but Caledonian Consumer Finance says he completed eight essays over the course of a year and then didn't submit anymore;
- I can understand Mr R's frustration that the course wasn't for him and that he's paid for something that he hasn't fully used, but he signed the registration form and confirmed that he'd received the course kit and credit agreement and understood how the course worked and his cancellation rights – he started the course and it remained available to him but he chose not to complete it;
- I consider that Mr R knew, or ought reasonably to have known, that he was entering into the loan agreement to pay for the course – and he's provided no other evidence to show how he was going to pay for the course;
- I'm not persuaded that there's enough evidence to show that the course was misrepresented to Mr R or that Caledonian Consumer Finance has acted incorrectly in its dealings with him about the course and the loan; and
- I find that it wouldn't be fair or reasonable in these circumstances for me to require Caledonian Consumer Finance to refund to Mr R any of the money that he's paid for the course, to pay him any compensation or to take any other action in response to his complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 6 July 2021.

Jarrold Hastings

**Ombudsman**