

The complaint

Mrs I complains about the outcome of a claim she made to Premium Credit Limited regarding a course.

What happened

In February 2023, Mrs I signed up to a course provided by a company I'll call 'L' and financed the cost of this using a running account credit agreement with Premium Credit Limited ("Premium Credit").

In one of the preceding sales calls with L's representative, Mrs I said she would like to complete the course within three months and was able to put the necessary time aside from her work and family commitments to do so.

In June 2023, Mrs I complained to L. She told them that she'd been given the wrong course materials and hadn't been given any technical support or access to career services as promised. L didn't uphold Mrs I's complaint on either point.

Mrs I then contacted Premium Credit who considered a claim for her under section 75 of the Consumer Credit Act 1974 ("s.75"). Premium Credit declined the claim, saying the following:

- L had gone through all the key information about the course with Mrs I accurately prior to her signing up for it.
- L had told Mrs I that the course was over two parts and hadn't misrepresented this to her.
- L provided the course Mrs I had signed up to and so hadn't breached the contract.

Mrs I complained to Premium Credit about the claim outcome. They didn't though uphold her complaint and reiterated the position they'd previously set out. Mrs I remained unhappy and referred her complaint to our service. One of our investigators looked into what happened but didn't think that Premium Credit needed to do anything.

Mrs I didn't agree with our investigator. As the matter remains unresolved, the complaint has been passed to me to decide.

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.

I want to acknowledge I've summarised the events of the complaint to quite some degree. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mrs I

and Premium Credit that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

In deciding what I think is fair and reasonable, I need to have regard to, amongst other things, any relevant law. In this case, the relevant law is s.75 which says that, in certain circumstances, if Mrs I paid for goods and services using a credit agreement, and there was a breach of contract or misrepresentation by the supplier, Premium Credit can be held responsible.

For a valid claim under s.75 to be considered, certain technical criteria need to be met such as there being the necessary debtor-creditor-supplier relationship to be in place. I'm satisfied that the relevant criteria were met.

Turning now to the merits of the case, I think there were some issues with Mrs I being able to complete the course. I say this noting that L told Mrs I in a phone call on 20 February 2024 (a recording of which I have listened to) that she didn't have access to the course and that this should have been extended to May 2024. In this call, Mrs I mentioned that L had told her that she was given the wrong learning package and that this was only rectified in May 2023. I have no reason to doubt Mrs I on this and I've not seen evidence from L or Premium Credit to the contrary.

So, it seems that L likely breached the contract with Mrs I. However, I have to balance this with the fact that I've seen screenshots provided by L that shows Mrs I completed the Foundation Certificate element of the course in June 2023, which presumably was the part of the course that should have been provided to her initially. L has also sent in evidence showing that Mrs I completed several modules of the first part of the course between February 2023 and April 2023. So, it appears that L did remedy the breach of contract and provided the course that was meant to be provided to Mrs I.

I understand though that Mrs I signed up to the course because she wanted to complete it in three months. I've heard a recording of one of the calls between Mrs I and L's representative prior to her signing up where she says she'd like to be able to do this. I note also that the representative said in the call that this should be achievable in view of the daily and weekly commitment that Mrs I said she could give to it. I think this is relevant as L not providing the correct part of the course in my view compromised Mrs I's ability to complete the course in three months.

However, I don't think this means the course wasn't beneficial to Mrs I and was mis-sold as a result. I would perhaps be more persuaded of this had Mrs I made it clear to L's representative that completing the course in three months was critical to her decision to signing up for the course. But the call recordings I've heard from the time indicate to me that this was more of a preference. And L did arrange to extend her access to the course to help her complete it.

Mrs I has mentioned that L didn't support her and didn't provide key parts of what was agreed, for example the careers service whereby L would help her with getting ready to apply for jobs and by providing CV support. I haven't though seen sufficient evidence from the submissions I have on file that shows though that Mrs I was contacting L about certain parts of the course and the tailored support she was promised, and L was then ignoring those requests. I do agree that L had represented that they would be contacting Mrs I at suitable points to offer support such as the careers service. And I've not seen that much evidence to show they did this. But I can't be certain that Mrs I lost out because of this, because I don't think it unfair to say that she could have let L know that she was ready for that particular support at the appropriate time.

I've also heard a copy of a call recording from February 2023 where L helped Mrs I navigate the online course content. So, it does seem that L offered support to Mrs I at certain points. And I've not seen that L gave an assurance that Mrs I would be given one-to-one tutoring support as I think she has claimed; rather L offered 'mentor support' where course enrolees would contact them to ask for help and support. I've not though seen sufficient evidence that Mrs I was asking for help and that L were ignoring those requests.

Overall, while I'm satisfied that Mrs I experienced some problems with the course, I don't find that L breached the contract or misrepresented the course to the point that she lost out as a result. So, I don't find that Premium Credit handled her s.75 unreasonably or unfairly.

I appreciate that Mrs I will be disappointed with my decision. For the reasons I've set out in my decision though, I won't be upholding her complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I to accept or reject my decision before 20 June 2025.

Daniel Picken
Ombudsman