

## **The complaint**

Mr A complains about the way Scott Consumer Finance Ltd ('SC') handled his claim under section 75 of the Consumer Credit Act 1974.

## **What happened**

Both parties to this complaint are aware of the background so I'll focus my decision on my findings which I've set out below.

## **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.

Whilst I've read and considered everything Mr A and SC have provided, if I don't mention any specific point, it's not because I have failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. This is not meant as a discourtesy but rather reflects my role in resolving disputes with minimum formality. I'll also say here that where information is incomplete and contradictory, I need to make a decision based on a balance of probabilities. In other words, on what I think is more likely to have happened in light of the available evidence.

Mr A signed up for a training course using funds supplied under a loan agreement with SC dated 26 July 2024. The fixed sum loan was paid directly by SC to a training provider who I'll refer to as T, totalling £7,870 which was to be repaid by Mr A over a period of 41 months. Mr A's claim is that an agent of T made a misrepresentation prior to him entering into the contract with T and the loan agreement to pay for the course with SC. A misrepresentation is, in very broad terms, a statement of law or of fact, made by one party to a contract to the other, which is untrue and which induces the other party into the contract.

Section 75 ('section 75') of the Consumer Credit Act 1974 ('CCA') provides protection for consumers for goods or services bought using credit. I think section 75 is a relevant consideration in this case as all the conditions for it to apply appear to have been met. This section allows a consumer to bring a claim for breach of contract or misrepresentation against the creditor (SC) in the same way they could've claimed against the supplier (T). As well as section 75, I consider section 56 of the CCA is also relevant law. Section 56 says that any negotiations between Mr A and T, as the supplier, are deemed to have been conducted by T as an agent of SC.

Mr A says prior to signing up to the contract with T, its agent misrepresented where the location of the practical elements of the course would be held. Mr A says T's agent assured him there was a specific training centre near to where he lived. However, it's transpired that this wasn't true as the nearest centre to him, was in fact, several hours travel from where he lives. Mr A says he only found out the true state of affairs (i.e. where the location of the training centre would be), around a year after signing up for the course.

Unfortunately, there isn't a record of the meeting where Mr A says T's agent told him about the location in question. And T disputes what Mr A says he was told by its agent. From what I

can see, however, T's registration form sent to Mr A and signed by him on 26 July 2024 confirmed he had already been sent a link which allowed him to access to T's study guide, the plan for the course, a course manual and a list of instructions. I can also see reference to these documents again in the welcome email Mr A was sent on 29 July 2024. Within T's 'study guide', I can see it showed the locations of T's training centres – none of which was the location Mr A says he was told about by T's agent.

It appears to me that Mr A was also told at the time of signing up to the contract with T that he'd only be told which of these locations he'd be expected to travel to when he was due to take the practical elements of the course. I can't see he was given any promises as to the exact location prior to him agreeing to the contract with T. Based on everything I've seen, I do think it was made reasonably clear to him from the information provided to him by T, where these locations were likely to be. On balance, I don't think there's sufficient evidence to show Mr A was given incorrect information about T's training centre locations prior to him entering into a contract with T. All in all, I'm not persuaded there was a misrepresentation that induced Mr A into the contract with T.

Mr A says he only received this guide after signing up for the course. But from everything I've seen it was sent to him prior to the course starting and certainly within the 14 days cooling off period. I note Mr A didn't ask for the course to be cancelled for almost a year which was outside the cancellation period for both the loan and the course. So, based on everything I've seen here, I'm not persuaded that SC was acting unfairly or unreasonably for continuing to request repayments under the loan and/or not agreeing to refund Mr A for what he's already paid.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mr A wants. However, he doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 February 2026.

Yolande Mcleod  
**Ombudsman**