

The complaint

Mr J complains that Caledonian Consumer Finance Ltd (CCF) rejected his claim under section 75 Consumer Credit Act 1974 (s.75) in relation to a training course he considered to be unsatisfactory.

What happened

In April 2021 Mr J signed up for a plumbing training course at a cost of £7,800 which was funded by a loan from CCF. He said a number of promises were made by the sales rep which turned out not to be true. In September 2023 he contacted the course provider to say he had wanted a course which covered gas as well as plumbing and he was allocated a new course with this element included.

In early 2025 he complained to the course provider and it responded addressing the issues he had raised. Mr J then brought a complaint to this service. We asked CCF to consider it and it issued a final response letter rejecting the complaint. The matter was considered by one of our investigators who didn't recommend the complaint be upheld.

He noted Mr J believed he had been misled that the location of the training centre used for practical sessions of the course was accessible, but it had been more difficult to attend due to him not being able to drive. Mr J has also said that it had been difficult to find a professional plumber to witness his work to allow him to reach the relevant NVQ.

Our investigator noted the documentation which had been given to Mr J and didn't believe there had been either a breach of contract misrepresentation. He also noted that Mr J had been working through the course and attending the practical assignments without any major complaints until 2025.

Mr J didn't agree and said he had been misled at the point of sale and had been told the training centre was accessible, the course was fully remote apart from practicals and it would fit around his work. Nor did he think the starter pack he had received made all the requirements of the course clear, such as the attendance at a residential course. He added that he had been put on the wrong course and had only continued due to having taken out a loan and trusted the training would meet his requirements.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr J that I've reviewed everything on file. 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.

Having considered the evidence from all parties I do not consider this complaint should be upheld. I will explain why.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier.

Our role isn't to say if there has been a breach of contract or a mis representation for a valid claim under s. 75 but to consider if CCF have come to a fair outcome based on the evidence they were provided. I am satisfied the required agreement is in place and so I must consider if there has been a breach of contract or misrepresentation.

I can see that Mr J is disappointed with the course despite completing most of it. His main issues are the that the sales rep misled him, but the problem is that his claims do not come with any supporting evidence. He has based his complaint predominantly on his recollection of what was said in 2021. He is seeking a significant sum in recompense from CCF and I think it is reasonable for it to require greater evidence.

I note he believes he was mis-sold the wrong course, but the documentation from the time of sale identifies the course contents and there is no reference to it including gas modules. As such I cannot say he was mis-sold the wrong course since he had the opportunity to query this at the outset.

The requirement that he find a professional witness is a requirement of the NVQ regime and not the course provider, but I see that it is reference in the documentation. This requirement was made known to him in good time and I cannot say he was misled on this matter. I also appreciate it has not been as easy to get to the training location as he had believed, but he has managed to do so on several occasions.

Overall, I cannot say that Mr J has demonstrated that there was misrepresentation or breach of contract despite his regret at taking up the training.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 20 February 2026.

Ivor Graham
Ombudsman