

## **The complaint**

Mrs A complains that Premium Credit Limited (PCL) rejected her claim under section 75 Consumer Credit Act 1974 (s.75) in respect of a training course she believes was misrepresented. Mrs A has been represented by her partner in more recent exchanges, but as she is the eligible complainant I will refer to her alone throughout this decision.

## **What happened**

In November 2023 Mrs A signed up for a training course at a cost of £4,500 funded by a loan provided by PCL. She was told at the time the course was suitable for beginners with no experience of the subject matter. She found the course not to be suitable and raised her concerns with the provider. She had an exchange in May 2025 with the provider in which she explained her concerns and it responded to say that the course: *“is indeed designed to support learners from non-technical backgrounds, and many students with similar starting points have progressed successfully. However, success within the programme relies on consistent engagement, particularly with the foundational material.”*

Mrs A, whose husband has some expertise in the subject matter didn't agree and contacted PCL in May 2025 to ask for a refund. PCL contacted the provider for its response to the claim. PCL concluded there was no clear evidence of either breach of contract or misrepresentation. It said it thought the course and structure appeared to be in line with what was advertised.

Mrs A brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. He didn't think there had been a false statement of fact which had induced Mrs A to sign up for the course. Mrs A had also said she thought there had been a breach of contract due to the provider not allowing her to cancel the agreement. Our investigator concluded the provider had not breached the terms and conditions of the contract.

Mrs A didn't agree and said the subject matter was not suitable for inexperienced students and provided evidence from the exam body and another training provider.

## **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 Mrs A and PCL 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.

I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them. I am only addressing Mrs A's complaint against PCL's rejection of her s.75 claim and not any wider matters relating to the industry for which the provider supplied training.

While I have every sympathy with Mrs A I do not consider I can uphold her complaint. 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 misrepresentation for a valid claim under s. 75 but to consider if PCL has 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.

Dealing with the breach of contract I have noted the terms and conditions allow for a 14 day cooling off period. However, once the course material is accessed then the contract cannot be cancelled. Mrs A sought to cancel after she had accessed the material and so I cannot see that there has been a breach of the contract by the provider.

However, the main concern raised by Mrs A in her s.75 claim was that the course had been misrepresented.

#### The Law on Misrepresentation

The law relating to misrepresentation is a combination of the common law, equity and statute – though, as I understand it, the Misrepresentation Act 1967 didn't alter the rules as to what constitutes an effective misrepresentation. It isn't practical to cover the law on misrepresentation in full in this decision – nor is it necessary. But, summarising the relevant pages in Chitty on Contracts (33rd Edition), a material and actionable misrepresentation is an untrue statement of existing fact or law made by one party (or his agent for the purposes of passing on the representation, acting within the scope of his authority) to another party that induced that party to enter into a contract.

The misrepresentation doesn't need to be the only matter that induced the representee to enter into the contract. But the representee must have been materially influenced by the misrepresentation and (unless the misrepresentation was fraudulent or was known to be likely to influence the person to whom it was made) the misrepresentation must be such that it would affect the judgement of a reasonable person when deciding whether to enter into the contract and on what terms.

However, a mere statement of opinion, rather than fact or law, which proves to be unfounded, isn't a misrepresentation unless the opinion amounts to a statement of fact and it can be proved that the person who gave it did not hold it or could not reasonably have held

it. It also needs to be shown that the other party understood and relied on the implied factual misrepresentation.

I have listened to the calls between Mrs A and a representative of the provider and I have reviewed its website. The provider's position is best summed up in a quote from the website which states: *"No prior IT experience is required for our beginner programmes. We start with fundamentals and progressively build your skills. Many of our successful graduates come from completely non-technical backgrounds including retail, healthcare, military and education."* The website also gives details of successful graduates who have no IT background.

The opinion of the provider is that no experience is needed. I consider that to be an expression of an opinion and not a guarantee that each student will succeed or be able to cope with the course. I have noted the details from the exam body and these talk about what is suitable for potential candidates to sit and pass the exam. For example, it suggests a minimum of two years' experience. But this implies that recommendation is to prepare potential candidates to sit the exam and not to begin training. It is also stated that there are no formal prerequisites and the course can be suitable for beginners.

I have also considered the letter from another training provider which I see from its website is a university. The letter states that it would not allow a student to sign on for a course if they hadn't met certain prerequisites. I cannot say that the course offered by this university is the same as that offered by the provider. As such I cannot say this is sufficient to allow me to uphold this complaint. In any event it is not material that was presented to PCL.

It is clear Mrs A found the course challenging and feels that she was misled, but I cannot safely conclude that PCL was wrong to decline her claim given the evidence it was given.

### **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 Mrs A to accept or reject my decision before 13 May 2026.

Ivor Graham  
**Ombudsman**