

The complaint

Mr Y complains that Caledonian Consumer Finance Ltd refused to refund the cost of an unsatisfactory training course.

What happened

In November 2021 Mr Y signed up for a training course with a merchant I will call T which would allow him to pursue a trade. This was open to him for a 36-month period and cost £7,800. It was funded primarily by a loan from Caledonian. He says he was sold a promise of support from a tutor and 12 weeks practical training to allow him to achieve City and Guilds levels 2 and 3 diplomas.

He says that after completing 12 modules of section 1 he was told the expected hands on two-week practical training was being deferred to later and amalgamated with another planned practical session. These two sessions were reduced significantly and he had not been told about this at any time by T. He says he became aware that future practical sessions were also being curtailed. He also believes the course he was sold was for people with some experience and this did not fit with his situation.

Mr Y complained to T in December 2024 saying he had spent a lot of money for eight large books, several automated texts and videos. It rejected his complaint and said the practical work had been altered to allow students to accelerate their progress. It noted he had been making good progress but had seemed to have stopped participating in 2023 despite it sending numerous reminders.

In January 2025 Mr Y contacted Caledonian explaining that he had been let down by T and it hadn't delivered what had been promised. It replied in March 2025 and while rejecting his request it offered to cover the £400 cost of extending the course, which had ended in December 2024, by 12 months. However, it believed Mr Y had been given clear and accurate details of what the course provided. It said T had confirmed that the course originally comprised 16 week's practical training which had been reduced to 14.

Mr Y brought his complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. Mr Y said he had no practical experience of the subject being taught and the practical element was important to him when taking on the course. He felt that T was pushing the options of practical training further back and he was concerned that he had paid a lot of money for books and online quizzes.

Caledonian told our investigator that Mr Y had been sent a webmail in October 2022 explaining the Centre Study requirements and the course had been available for him to complete.

Our investigator reviewed the material he had been given and concluded T had made Mr Y aware of the requirements of the course. He had stopped working on the course in July 2023 having completed 24 modules. It had been open to him to continue with the work and it was open to him to complete the course. However, he had chosen to complain after the 36-month period had expired. In a second view he addressed the issue of the reduced practical

training. His investigations led to further information from T which said the course length had been changed by City and Guilds in response to Covid. It stated:

“The class-based training (centre study work) would be delivered to Mr Y online by his theory tutors and having completed this work he would have met his practical tutors had he attended a practical training session. This study program means that students have already studied all the class-based material and are able to progress with their workshop based practical training and assessments much more quickly and are fully prepared to undertake their formal theory assessments In summary the above work replaced some of the work that would normally have been completed in the classroom environment.”

Our investigator noted the terms and conditions of the course which state:

“18: Self-study program content and/or qualifications may change subject to regulations and changes imposed by industry bodies and awarding organisations (including certification bodies). These changes are out of our control, and we reserve the right to alter/amend your self-study materials as appropriate.”

He didn't believe there had been misrepresentation or a breach of contract. Mr Y didn't agree. He said that at no point had T made him aware of the changes. He had discovered that the first two-week practical sessions had been merged and would last only four or five days.

He had purchased a course which offered:

- 12 weeks of practical training
- Delivered across multiple sessions
- At the training centre
- Forming the core of the qualification

He had not been told he would have to continue to read books and wait for hands on experience further down the track. Mr Y believed this contravened consumer law. He had not been made aware of any of these issues when he signed up and s.18 of the terms and conditions didn't:

- Permit reducing practical training
- Allow changes without notifying the consumer
- Override consumer protection legislation
- Allow the provider to materially alter the service sold.

He believed T had a legal duty to keep him informed, explain the impact of the changes and ensure it met his needs as well as offering him remedies if required.

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 Y and Caledonian 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 appreciate Mr Y was disappointed with the course and the changes made, but I do not consider I can uphold his 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 Caledonian has come to a fair outcome based on the evidence 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.

In considering the above I have reviewed the documentation signed by Mr Y. This includes a number of paragraphs which address his concerns. In addition to paragraph 18 set out above it says:

“2. I understand that Tutor support is not assumed but that it is optionally available if I should wish to use it. The self-study program is supervised and supported by telephone, email and through Student World (our online Campus). The nature of the blended learning courses is that there is an onus on the student to be self-motivated and proactive in progressing through their studies at a reasonable pace and in maintaining regular contact with the college as necessary”

“4. The location and times of my practical sessions will be agreed and advised at the point in my self-study program where I become eligible and meet the appropriate requirements, as highlighted in the plan of the course.”

I consider this allows T a degree of flexibility in how it presents the material which has to be delivered to allow the student to achieve their City and Guilds qualifications. It is clear the onus is on the student to maintain contact and it relies on their self-motivation. It is clear Mr Y was motivated, but the lack of access to practical training would appear to have dented his expectations. He has my sympathy but that does not mean there was either misrepresentation or a breach of contract.

T contracted with him to provide training. In its own word this means: *“We offer Open Learning courses for adults wishing to undertake a career as a trade professional. Students can work in their own time and at their own pace, we would not seek to infringe on this flexibility For this reason we would not press you to commence (or resume) your studies until you are ready to do so and to commit fully to them.”*

This is what it offered Mr Y and in delivering that training it was entitled to make amendments as appropriate. The fact it altered the practical hands on elements of the course does not mean it breached the contract. I am satisfied he would have opportunities for such experience later on. I think T could have communicated the changes better, but that does not allow me to uphold this complaint. I recognise he was busy with his existing career and he had made a significant commitment in taking on this course. It is regrettable that he felt unable to complete it and for that he has my sympathy given the amount of effort he put into the work.

Mr Y has also said he was cut off from online access in December 2024 without warning. However, he had signed up for a 36-month period and his time had expired. Caledonian offered to cover the cost of a 12-month extension to allow him to complete the course.

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 Y to accept or reject my decision before 9 April 2026.

Ivor Graham
Ombudsman