

complaint

Mr G complains that a training course was misrepresented to him. His complaint is made against Career Development Finance Limited under section 75 of the Consumer Credit Act 1974.

background

Mr G enrolled for a domestic gas engineering training course in 2011. He financed the course using a fixed sum loan agreement with CDF. Several years later – when he was unable to find a company prepared to offer him the work experience that was a requirement of the course - he complained to the course provider. And then, last year, he complained to CDF and said that – if he had known that the “portfolio of evidence” was not something that was provided by the course provider - he wouldn’t have enrolled on the course. And he said that the course was sold to him as including a work placement.

The adjudicator didn’t recommend that this complaint should be upheld. He concluded that there hadn’t been a misrepresentation by the course provider. He considered that the training materials were clear and straightforward about what was on offer. And he concluded that there hadn’t been a breach of contract. He was satisfied that there was no obligation on the course provider to find a work placement for Mr G (and he noted that the course materials say: *“Responsibility for arranging this work experience rests with you although we may be able to direct you to companies we know are providing such opportunities”*). The adjudicator noted that Mr G says that he became aware of the sales adviser’s misrepresentations almost straight away so he would’ve expected Mr G to have cancelled or attempted to cancel his course soon after the sale. But the adjudicator saw no evidence that he did so and that Mr G continued to make payments and complained a number of years after enrolling on the course. Mr G had complained that CDF didn’t reply to his August 2015 letter – but CDF had provided the response that was sent in September 2015. So the adjudicator concluded that CDF hadn’t done anything wrong and that it was more than likely that Mr G decided that this training wasn’t for him and decided to try something else.

Mr G has asked for his complaint to be considered by an ombudsman. He says, in summary, that:

- he still wants to qualify as a certified gas engineer but he has completely lost faith in the course provider’s ability to provide the training to a high standard;
- he can’t find any reference to it being his responsibility to arrange work experience and he has highlighted the course materials to show every time the “portfolio of evidence” is mentioned;
- the salesman stated that the work experience was included in the course, that most of it would be done in the training centres and that a placement with an engineer was guaranteed;
- he hasn’t received the NICEIC certification that he was expecting to receive despite having completed the required parts of the course and he was told that the certificate is no longer part of the course;
- if he had been issued with that qualification, he would have been able to approach gas safe registered companies in his own time or even pay someone to enable him to get the on the job experience;
- he did become aware of some of the misrepresentations fairly early into the course but only became aware that he would not be receiving the qualifications that he had paid for just before he asked the course provider to refund his money; and

- he never received a letter from CDF.

The adjudicator replied to Mr G and said that, after assessing the information provided by him, he was still not satisfied that there has been a breach of contract or misrepresentation.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr G's complaint about CDF under section 75, I must be satisfied that there's been a breach of contract or misrepresentation by the course provider.

Mr G clearly strongly feels that the course was misrepresented to him and that there's been a breach of contract. But Mr G has highlighted a section in the course materials which says:

"You will have demonstrated your ability to operate in a safe and responsible manner with regard to gas pipework installation and its supply, enabling you to approach a gas registered company for work experience under the direct supervision of one of their engineers".

So I find that the course materials say that it was Mr G's responsibility to find a work placement. And I find that there isn't enough evidence to show that the course provider has made a misrepresentation about that. If the course had been misrepresented to Mr G, I would expect him to have complained about it much sooner than he did.

Mr G also refers to the NICEIC certification that he was expecting to receive. But again, I find that there isn't enough evidence to show that there's been a breach of contract by the course provider.

CDF has provided evidence to show that it did reply to Mr G's letter. Mr G says that he didn't receive its reply. But I find it to be more likely than not that the reply was sent by CDF - even if it wasn't received by Mr G.

For these reasons, I find that it wouldn't be fair or reasonable for me to require CDF to refund any money to Mr G or to take any other action in response to his complaint.

my final decision

So my decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 March 2016.

Jarrold Hastings
ombudsman