

## **complaint**

Mr A complains that a training course that he paid for using a fixed sum loan agreement with Caledonian Consumer Finance Limited was misrepresented to him and wasn't of satisfactory quality.

## **background**

Mr A entered into a fixed sum loan agreement with Caledonian Consumer Finance in January 2018 to pay for a welding course. The cost of the course was £7,145, he paid a deposit of £50, the loan was interest free and he agreed to make 43 monthly payments of £165. He also signed a registration form with the course provider.

He complained to the course provider twice in September 2018 about issues that he'd had with the course and he said that he wanted to terminate the course with no further liability. It responded to the issues that he'd raised but Mr A then complained to Caledonian Consumer Finance. It said that it'd found no evidence to indicate that the course was misrepresented to him, that it wasn't fit for purpose or that the course provider had breached its contract with him. Mr A wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She wasn't satisfied that there'd been a breach of contract by the course provider or that the course wasn't fit for purpose.

Mr A has asked for his complaint to be considered by an ombudsman. He says that he disagrees that the course provider has provided satisfactory quality products and he says that the text book has answers missing. He says that the course provider's reliance on its terms and conditions makes him think that it knew the course was flawed. He says that he only became aware of the low percentage of the course that was to do with welding after he started the course – and he did read the course plan. He says that he should at least be awarded some money back because of the mistakes in the course materials. And he says that he's not received an income and expenditure form from Caledonian Consumer Finance in response to him telling it about his changing circumstances.

## **my findings**

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

Mr A signed the loan agreement and the registration form in January 2018. The registration form said:

*"I confirm that I have been left with a complete course kit for appraisal, which includes the study guide, plan of the course and copy of the Credit Agreement and I understand how the open learning nature of my self-study program works. I understand that tutor support is not assumed but is optionally available, my self-study program is supervised and supported by telephone, email and through Student World. I understand that my self-study program may take from 12 to 36 months and it can be paid for according to the schedule issued at registration. I understand that the pace at which I choose to work through the material remains under my control and is a matter of personal preference."*

So Mr A had received the course kit (which included the study guide) and the course plan. And he'd confirmed that he understood the arrangements for tutor support and that it was a self-study programme that could take between twelve and 36 months to complete.

Mr A sent two detailed e-mails to the course provider in September 2018 about his issues with the course and in particular his concerns about the course materials. It sent detailed responses to each of those e-mails. It's clear that Mr A wasn't satisfied with the responses that he received and he complained to Caledonian Consumer Finance.

I can understand Mr A's frustration about the issues that he's identified with the course materials and that the course is different to how he thought that it would be, particularly as he's paying £7,145 for it. But I'm not persuaded that he's provided enough evidence to show that the course was misrepresented to him or that the issues that he's had with the course are enough to show that it isn't of satisfactory quality. And I'm not persuaded that there's enough evidence to show that the course provider has breached its contract with Mr A.

So I find that it wouldn't be fair or reasonable in these circumstances for me to require Caledonian Consumer Finance to end the fixed sum loan agreement, to pay any compensation to Mr A or to take any other action in response to his complaint.

Mr A contacted Caledonian Consumer Finance in September 2019 because he said that his circumstances were going to change and he asked it to send him an income and expenditure form. He says it hasn't done so. A lender is required to respond to a customer's financial difficulties positively and sympathetically. That doesn't mean that it's required to take any particular action, as what's appropriate in each case will depend on the customer's individual circumstances. I note that Mr A's loan is interest free but if he hasn't received the income and expenditure that he asked for, I suggest that he contacts Caledonian Consumer Finance about it.

### **my final decision**

For these reasons, my decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 March 2020.

Jarrold Hastings  
**ombudsman**