

## **complaint**

Mr D complains that he was mis-sold the training course he enrolled on with finance from Carnegie Consumer Finance Limited.

Mr D is represented in this complaint by his father.

## **background**

Mr D enrolled on the course in October 2015.

In March 2017 he complained to CCF that the ability to fit his studies around his work commitments had been misrepresented when he enrolled on the course. And, being unhappy with CCF's response to his complaint, Mr D complained to this service.

Our adjudicator thought Mr D's complaint shouldn't be upheld.

Mr D disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final decision.

## **my findings**

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

I've decided not to uphold Mr D's complaint and I'll explain why.

Mr D says the flexibility of the course was misrepresented when it was sold to him. He says he's struggled to manage his work commitments alongside the course requirements. And he says he was told that the practical training elements could be taken at a time of his choice to work around his employment commitments and could even be taken at weekends.

Mr D also says it now transpires that training weeks are set up for specific dates and have to be booked by the student before spaces are filled up. He says these dates are only made available a few weeks in advance of the scheduled start dates. And he says this doesn't work for him as he's employed in a factory and is generally only allowed to take set holidays when the factory's closed. He says on one occasion this resulted in him having to take unpaid leave to complete a training week.

In addition, Mr D says the agent made a big selling point out of the flexibility of dates and times for training. And he says the brochures also make a big play on the flexibility of the course to suit the student.

So, Mr D says he wants to cancel the finance agreement and the training and have his money returned.

CCF says it's impossible for it to comment on what may have been discussed when the course was sold to Mr D. But it says it's of the view that the plan of the course makes it clear that it's an open learning package, meaning that it's possible to train around work and personal commitments, without having to adhere to a strictly scheduled programme of study.

CCF also says the plan of the course consistently refers to 'training weeks' and 'weeks of practical training'. So, it says it's unclear why Mr D might have believed the training could take place over shorter periods or at weekends. And it says it considers it was Mr D's responsibility to ensure he fully understood what he was enrolling to complete. And to ask questions during the 14 day cooling off period if any of the information he'd received was conflicting or unclear.

In addition, CCF says there's no record of Mr D making a formal complaint between his enrolment on 2 October 2015 and 6 March 2017, almost a year and a half later. And it says given he booked and attended two weeks of practical training during that period, it believes it would be reasonable to expect he would've complained at an earlier stage, for the training provider to have had the opportunity to investigate and attempt to resolve any concerns.

CCF says for the avoidance of any doubt, the training provider's made it clear the majority of its students are in employment and plan practical training around their leave entitlement. And it says where students advise that the time of their leave from work's dictated by their employer, the college will assist by scheduling practical training sessions to coincide with these dates.

Mr D clearly feels strongly about this matter. And I've sympathy for him. But, having carefully considered all the information both parties have given us, I can't conclude it's most likely the flexibility of the training was misrepresented when the course was sold to Mr D. So, in these circumstances, I can't uphold his complaint.

### **my final decision**

I don't uphold Mr D's complaint against Carnegie Consumer Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 August 2017.

Robert Collinson  
**ombudsman**