

complaint

Mr R complains that a training course that he financed using a fixed sum loan agreement with Carnegie Consumer Finance Limited was mis-sold to him and that the loan was unaffordable for him.

background

Mr R signed a fixed sum loan with Carnegie Consumer Finance in August 2016 to finance a training course. He complained to Carnegie Consumer Finance in January 2017 that the loan had been mis-sold to him and wasn't affordable for him – and he said that the course wasn't what he'd been expecting. He wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He said that the course provider had supplied a brochure which described the course and he couldn't say that a misrepresentation had occurred.

Mr R has asked for his complaint to be considered by an ombudsman. He says, in summary, that the brochure wasn't provided to him. He says that the course was described to him verbally and he was told that it included plumbing, gas and electrician's training.

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 R signed a fixed sum loan agreement with Carnegie Consumer Finance in August 2016. Immediately above his signature are the words: *"This is a credit agreement. Sign it only if you want to be legally bound by its terms"*. I consider that the key terms were clearly set out in the agreement. A student status credit application was also completed for Mr R – and he signed the affordability declaration which formed part of that application. He also signed a separate affordability assessment. And the course adviser signed a client compliance confirmation. I consider that Carnegie Consumer Finance has provided enough information to show that it properly assessed the affordability of the agreement for Mr R. And I'm not persuaded that there's enough evidence to show the agreement was mis-sold to Mr R.

Neither Carnegie Consumer Finance nor Mr R has been able to provide much information about the course. The course provider has supplied a copy of the course brochure which it says would've been provided to Mr R – but he says that he didn't receive it and that the course was described to him verbally. But I consider it to be more likely than not that he would've received some written information about the course before he decided to enrol for the course. And I'm not persuaded that there's enough evidence to show that the course has been misrepresented to him – or that there's been a breach of contract by the course provider.

I'm not persuaded that Carnegie Consumer Finance has acted incorrectly. And I find that it wouldn't be fair or reasonable in these circumstances for me to require it to cancel Mr R's loan agreement – or to take any other action in response to his complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 July 2017.

Jarrold Hastings
ombudsman