

complaint

Miss A complains about a training course she enrolled on and paid for using a Fixed Sum Loan provided by Carnegie Consumer Finance Limited.

background

Miss A saw an advertisement for a training course and enrolled in April 2018. Having secured funding for the course through Carnegie, she was supplied with the necessary course materials by a representative of the course provider. She says that she began to read the course material and a friend told her it sounded suspicious. Miss A researched the course provider online and was concerned the course was a scam.

Miss A contacted Carnegie who recommended she start by contacting the provider. After receiving no response from them, she raised a complaint against Carnegie. They looked into her concerns and said they'd seen no evidence of any breach of contract or misrepresentation of the course. They didn't uphold her complaint.

As Miss A remained unhappy, she referred her complaint to us and one of our investigators looked into it. He said the paperwork Miss A had been given about the course, set out what she could expect. There was nothing to suggest the information in the starter pack was inaccurate or that she been misled when she entered the agreement. The investigator said she'd been given 14 days to cancel the agreement and the course if she'd been unhappy with the course or simply changed her mind about it, but that period had passed by the time she raised her concerns. He said he'd seen nothing which led him to believe the course was anything other than what Miss A had signed up for.

Miss A submitted some further points which the investigator looked into. He remained of the opinion that the course had not been misrepresented and there had been no breach of contract, so didn't uphold her complaint. Miss A said she was struggling to make payments and had been advised to stop doing so. Our investigator provided her with details of charities who can help people who are struggling financially. Carnegie accepted the investigator's opinion, but Miss A didn't. As there was no agreement, the complaint has been passed to me for a decision.

I've been in contact with Miss A since the complaint came to me. She tells me her main concern is that she believes the course to be a scam. Miss A has said she submitted her first assignment which wasn't marked before she attempted to cancel the course. She's also said that the course is unaffordable for her and Carnegie have agreed to look into that separately.

my findings

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

Section 75 of the Consumer Credit Act 1974 (section 75) says that in some circumstances the borrower under a credit agreement has an equal right to claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of goods or services. I'm satisfied the required circumstances for Miss A to make a claim are present here.

My role isn't to decide whether Miss A has a valid claim under section 75, as that is for a court. Instead, I'm required to decide what's fair and reasonable in the circumstances of this complaint. In doing so, I've taken account of what the law says, including section 75.

What I need to consider is whether there was a misrepresentation or a breach of contract by the training provider. That is, did they give false information that induced Miss A into accepting the contract that she wouldn't have if she'd been given the correct information, or have they not fulfilled part of the contract.

Miss A enquired about the course after seeing an advertisement and discussed it with a representative of the provider. While I can't say for sure what was said by the representative at the point of sale, I have seen the paperwork provided and think it is clear about what can be expected from the course. It sets out the work required, the support available and the qualifications that will be awarded on completion. It also gave Miss A 14 days to review the information to make sure the course was suitable for her and explained that she could cancel the course during that period with nothing to pay.

Having had the opportunity to review the information she received, Miss A went ahead with the course. She's said she thinks the course is a scam because the provider isn't approved by City & Guilds (C&G). Part of the course consists of assessments which must take place at C&G test centres by approved assessors. So it's my understanding that the course provider doesn't need to be registered with C&G – it's the assessors at test centres who do.

I've seen nothing to show that the course doesn't deliver what it promises in terms of content or qualifications, or that Miss A was told anything that induced her into accepting the contract that she would otherwise have rejected. In other words, I don't think the course was misrepresented to her.

I've also seen nothing to suggest there's been a breach of contract by the training provider. They set out in their literature what can be expected from them. While Miss A hasn't completed the course, it was noted by Carnegie that Miss A contacted her tutor a couple of times and discussed course content on at least one occasion. Miss A has told me she submitted one assignment but didn't receive a response, but Carnegie have provided me evidence from the college which shows that none were submitted. I asked Miss A if she could provide evidence that the assignment had been submitted but unfortunately, she can't.

I've seen no evidence that persuades me that the course provided differs from the information provided at the point of sale or that the course provider has failed to do what it promised under the contract.

For the reasons set out, I don't think I can reasonably ask Carnegie to cancel the finance agreement. Miss A has indicated that she is struggling to meet the contracted payments, so I would take this opportunity to remind Carnegie of their responsibility to treat consumers in financial difficulty fairly.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 20 November 2020.

Richard Hale
ombudsman