

## **complaint**

Mr M complains that the training course he financed through a credit agreement with Carnegie Consumer Finance Limited (the business) was mis-sold.

## **background**

Mr M says that he entered into the finance agreement to pay for his training course. He says that when he agreed to do the training course he was told it was supported by a specific industry body and that he would receive a diploma from that body on completion of the course. He says that this body is well recognised and that was why he signed up to the course.

Mr M then contacted his training provider and discovered that his course was no longer supported by the industry body he had expected. He was told he could now work towards a qualification provided by another body. He says that had he known the course was not supported by the industry body he first expected he would not have signed up.

The business says that the course provided is fit for purpose and will deliver widely accepted and recognised qualifications. It says that the industry body it was originally working with issued a press release in April 2015 which it is in dispute over.

The business says that qualifying students will still be able to choose to get a certificate from the original industry body because it is able to provide this to students who reach the required standard that it agreed with the industry body. It explains that it now offers a different qualification for the course which it considers superior and would recommend that this route is taken.

The business does not accept that there has been any devaluation in the course or any breach of the original contract.

The investigator upheld this complaint. He said that the promotional material Mr M received about the course stated that on completion he would receive a diploma from a certain accredited body. He accepted this was a key reason for Mr M signing up to the course. He said that the training provider then cut ties with this particular body and instead said the students would work towards another qualification provided by another body.

Based on the above, the investigator said Mr M's agreement should be terminated with nothing further owing and his payments made to date refunded.

The business did not agree with the investigator's view. It said that the student declaration Mr M signed set out that the accreditation body could change. It said that the training provider confirmed that because Mr M enrolled in his course before February 2015, he could still work towards the original diploma. It says that the training provider can support Mr M to either work towards the original diploma or transfer him to the alternative qualification.

## **my provisional conclusions**

I issued a provisional decision on this complaint. I concluded in summary:

- the initial information provided to Mr M about the course set out that it was supported by the industry body Mr M says he wanted and that on successful completion he

would receive a diploma from the industry body. I had seen nothing to suggest that the information provided at that time was incorrect;

- after signing up to the course there was a dispute between the training provider and the industry body. Conflicting information was provided but the training provider said that qualifying students (of which Mr M is one) would still be able to choose to get the diploma from the industry body at the end of their course and it could assist with this;
- in the event the industry body diploma was not available then there would have been a breach of contract.
- in the event of a breach, the business would be required to remedy the situation. In this case the course could be continued and Mr M could work towards a qualification provided by an alternative body. I found that this was a reasonable alternative;
- the student declaration Mr M signed stated that the accreditations can change from time to time. I also noted this declaration states that the course can lead to a qualification from the body that the training provider is now offering.

Mr M responded to my provisional decision. He said that he only signed up to the course because it was a premium course offered and accredited by the industry body. He said that it was industry backed and it was the support of the industry body that made him want to do the course. He says that following concerns with the course he investigated it further and found that it was no longer supported by the industry body. He said he will now not be able to attain the diploma he had signed up for. He also said that the course provided was full of errors and out of date products.

Mr M said that he had been mis-sold the course.

### **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 understand why Mr M is upset about the issues between his training provider and the industry body and the uncertainty this has caused in regard to his course.

As set out in my provisional decision, I find that the information provided to Mr M at the time he signed up to the course gave him the details he needed to make an informed decision. I do not have anything to suggest that the information provided at that time was incorrect. Because of this I do not find that the course was mis-sold.

The issue arose after Mr M had started his course. The training provider has said that qualifying students (which includes Mr M) can still work towards the diploma that was originally offered. I find this reasonable.

However, I accept that there is still some uncertainty regarding the support provided for the diploma by the industry body. In the event that Mr M can no longer achieve the diploma he expected when he signed up to the course I find that there would have been a breach of contract.

In the event of a breach of contract the business is required to remedy this. In this case the course can be continued with a recognised body and a recognised qualification achieved on successful completion. I find this reasonable. I also note that Mr M was provided with information at the start that the accreditations can change from time to time.

On balance, while I appreciate the trouble and upset Mr M has been caused, I find that Mr M is still able to continue his course and that it appears the diploma he wanted could still be available or he can work towards an alternative qualification.

**my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 May 2017.

Jane Archer  
**ombudsman**