

The complaint

Mr J has complained about a course supplied and financed by TTR PT Limited (TTR).

What happened

Mr J signed up to a 2-year course with TTR in September 2019. The course cost around £2,400 and it was funded with a 3-year fixed sum loan agreement, also with TTR.

Mr J received a welcome email from a tutor on 1 October 2019 telling him to bear in mind he had a 12-month period in which to complete each section of the course. He was also told this over the phone prior to signing up. So he had 12 months to complete the first three modules, and another 12 months to complete the final parts. The welcome email said modules have exams associated with them and that the course fees cover the cost of a single sitting for each exam. To sit an exam, Mr J was told to contact his tutor who would see if he was ready for the exam before putting him forward. The welcome email also set out the correct order to complete the modules.

I can see TTR contacted Mr J in March 2020 to say in person exams needed to be put on hold due to Covid-19. And he was told remote exams would commence on 15 April 2020. It looks like this was in response to an email Mr J had sent it a few weeks earlier about the availability of exams.

TTR wrote to Mr J towards the end of June 2020 to check on his progress. Mr J responded to say he was planning on taking one of the exams online but had found other students had not had good experiences. He said the exam was scheduled towards the end of July 2020. And he highlighted he wanted to complete that exam before moving on to the next subject. He also highlighted he had some issues booking on to the online exam because he'd used his voucher to book one at the exam centre before lockdown and there were difficulties changing it. And he also asked if his time limit would be extended in light of Covid-19.

TTR gave Mr J some information about rebooking the test and highlighted exam centres had been open for a couple of weeks by that point with social distancing. But it said it wouldn't offer an extension as Mr J had options available to take the exam but chose not to so there weren't extenuating circumstances.

TTR and Mr J had some further discussions where TTR explained to Mr J he had to complete the relevant modules before the end of September 2020 to be able to move on to the final parts. At this point Mr J reiterated he'd tried to book the exam before lockdown and that he'd booked the earliest in person exam he could. He also queried why the course name had changed in his online library.

I can see TTR and Mr J spoke to each other again at the beginning of October 2020 about an extension for the course. TTR explained this would be something Mr J would have to apply for. Mr J was unhappy because he felt there were factors outside his control i.e. Covid-19 that impacted his ability to progress the course. TTR acknowledged Mr J had tried to book an exam during Covid-19 but it explained he could have still progressed with his

studies. Mr J highlighted he'd tried to book the exam various times between March and July 2020 and he reiterated he wanted to progress the course in the correct order.

TTR sent a final response to Mr J's complaint. It said it was sorry to hear Mr J was having difficulties booking his exam, but the issues were with a third-party company so TTR said it couldn't comment. It said students had been given the option to carry out the exam online with a webcam. It said the inability to book an exam only lasted a month. It also reiterated Mr J needed to complete the first three modules within the first 12 months of the course before moving on to the next part. TTR asked Mr J for more details about his work as a key worker that was impacting his ability to complete the course. TTR also said in order for an extension to be granted at least 80% of all modules within the first stage need to be complete. And because Mr J hadn't started the third module, he hadn't reached that level. But given the circumstances TTR said it was willing to offer a four-month extension, but it said a fee would be payable.

Mr J responded with some details of his work and how Covid-19 had impacted his ability to study. He also clarified how much of the course he'd completed. And he complained again to say, in summary:

- He thought the fixed sum loan agreement wasn't clear enough and that it breached the Consumer Protection from Unfair Trading Regulations 2008 (CPUTR) because:
 - a. It didn't say part one needed to be completed within the first 12 months.
 - b. The modules were set out incorrectly.
 - c. The agreement didn't say he'd need a webcam for exams.
 - d. The costs in relation to extending the course were hidden.

TTR offered a reduction of £50 on the extension fee as a gesture of goodwill. So Mr J was asked to pay £190 instead of £240. He was unhappy with this, but I understand he agreed to pay it.

He also referred the complaint to our service to consider.

Our investigator looked into things but didn't make any recommendations. In summary, he said:

- Mr J was told by phone and welcome email that the course was split into two sections, and that he'd need to complete each part within 12 months.
- He agreed the documentation he'd seen could have been clearer but that it wasn't a detailed outline of the way the course would be progressed. So he didn't think it was misleading.
- He acknowledged Covid-19 was unprecedented, but he thought the offer to move exams online was fair, and that incurring the cost of having to buy a webcam wasn't unreasonable.
- He didn't think the issues Mr J had trying to book an online exam were the reason he didn't progress the course because Mr J had said he didn't want to buy a webcam.
- He thought the terms and conditions adequately highlighted there might be a cost to extend the course, and he didn't think the fees were unreasonable.

Mr J didn't agree. He said his main objections were:

- TTR unfairly changed the terms of the agreement by adding the requirement for a webcam.
- He wasn't supplied exactly what was set out on the finance agreement.

I issued a provisional decision on the complaint saying:

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I want to assure Mr J and TTR that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

When considering what is, in my opinion, fair and reasonable, I've taken into account relevant law and regulations; regulator's rules, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.

Mr J funded the course with a regulated credit agreement from TTR, and our service is able to consider complaints relating to these sorts of agreements.

I agree with a lot of what our investigator has said, but I'm thinking of coming to a slightly different conclusion. I'll set out my thinking below.

Misleading documentation

I've first thought about what Mr J has said about the documentation breaching the CPUTR. This was mainly in relation to the way the modules had to be completed; the webcam; the description of the modules; and the costs to extend the agreement.

I should first point out that the CPUTR sets out, amongst other things, what would be considered unfair practices by traders such as misleading actions or omissions. But the regulations don't set out direct rights for consumers affected by breaches of them, unlike the Consumer Rights Act 2015 (CRA) which is also relevant here. It's not my role to say what laws have or haven't been broken. It's also not my role to say whether an agreement is enforceable. But, like I've said above, I'm required to take the law, such as the CPUTR and the CRA into account when deciding what's fair and reasonable in all the circumstances of the complaint.

In Mr J's case, like our investigator pointed out, I agree the documentation could have been clearer in parts, such as with the details of how the modules need to be completed. But I have to bear in mind it's not that uncommon for credit agreements not to include lots of information about the product or service that's being financed. In Mr J's case he was told how the course needed to be completed both with welcome packs as well as over the phone prior to signing up. So I don't think I can fairly say he wasn't sufficiently notified how things worked, or that he entered into the agreement on the basis of a misrepresentation or misleading omission.

I've next thought about what Mr J has said about the online exams and being required to purchase a webcam. I have to bear in mind Covid-19 was unprecedented. And it impacted TTR's (and other companies) ability to offer certain services, such as in person exams. While I appreciate the exams were coordinated by a third party, I think TTR has some level of responsibility here for certain issues Mr J had in booking them. He needed to sit the exam to progress the course. But given there was an alternative option for Mr J to complete the exam, I don't think TTR needed to do more here. It seems like a reasonable solution in the circumstances. If, however, for example, Mr J couldn't afford a webcam, he could have asked TTR for help in supplying one. I can't see he reached out for help early on when he says he was having issues. It wasn't until later that happened.

I can understand why Mr J was unhappy the terms and conditions didn't set out a webcam would be required. But would things have played out very differently had the terms and conditions said a webcam would be required in the event of a global pandemic? From what

I've seen, Mr J said he had difficulty booking on to the online exam and preferred to do it in person. It was a new system set up at short notice, which might explain some of the difficulties. And it also sounds like his ability to complete the course in general was affected because of the impact of Covid-19 on his work as a key worker, which is understandable.

I can also appreciate why Mr J was unhappy if the course details on the finance agreement were different to what was recorded on his course library. But it's not clear he's been signed up to the wrong course. That's not what Mr J has complained about. But if that's not right, he should provide evidence in response to this provisional decision. But, on a fair and reasonable basis, based on what I've seen, I can't see TTR needs to take action if it's provided Mr J with the course he intended to take out. And it's therefore fair he pays for that course.

I've also thought about what the terms say about extending the course: Extensions due to illness or personal circumstance are not guaranteed and may be offered with an additional cost. Again, while I accept TTR does indicate there'd be a cost involved in extending the course and that it's not guaranteed, I also think TTR could have been clearer here. It could have explained a bit more about what the costs would be, or the sorts of reasons courses could be extended, along with any other terms that were relevant – such as the requirement for a certain level of course completion.

Does TTR need to do anything to put things right?

Mr J has mentioned receiving a full refund for the course, but I don't think that would be fair. He's been given access to the course he signed up for, and aside from some of the issues I've mentioned above, he's been provided the service. So I'm not going to direct TTR to refund Mr J the course fee. What I think I need to decide is whether it should refund Mr J the £190 fee he paid to extend the course. And I think it should. I'll explain why.

I've not been provided all the evidence of the contact Mr J had with the exam centre. But it doesn't seem to be in dispute he tried to book an exam around the time Covid-19 happened. There was at least a month he was unable to book his exam. So, while this was an unprecedented time, it did have an impact on him. Further, he's told us he had to rebook the exam various times, and that he had issues transferring his voucher. By Mr J's account, he said it took from around March to July 2020 for him to book the exam. I appreciate he may have been able to do this sooner had he bought a webcam or reached out earlier for more help. But in all the circumstances, I still think he's been caused some detriment here primarily through no fault of his own.

Moreover, while I can understand why TTR were asking why Mr J wasn't completing other modules while waiting to resolve the exam issue, I'm mindful the welcome pack did state the course should be completed in a certain order. So I can appreciate why Mr J wanted to complete one part before moving on to the next.

I've also thought about what Mr J has said in that his ability to study was affected because of the way Covid-19 impacted him as a key worker. Mr J said under normal circumstances, he was allowed time at work to complete studies. But during lockdown he had to take on extra responsibilities at work. He also said it was difficult to study in the evening because he has a disabled partner and three children to care for. Mr J has said it was a very stressful time. And I'm sorry to hear how difficult it was. It can't have been easy.

I'm mindful I've found the terms relating to the extension could have been clearer. And you could argue Mr J's situation was extraordinary – his work was impacted by Covid-19, and his ability to book the exam he wanted was impacted too. So I think a fairer outcome for him

would have been for TTR to have offered him the extension at no cost. So I'm minded to say it should refund him the £190 extension fee to resolve the complaint, together with interest.

TTR agreed with the provisional decision and asked if it could offset any refund against arrears.

Mr J responded to highlight he was unhappy with the way the course was sold. In summary, he said he wasn't given enough time to properly think about what he was entering into, and that TTR pressured him to enter into the agreement. He wants TTR to be warned to protect other customers.

What I've decided – and why

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

I've thought about Mr J's response and what he's said about the way the course was sold. Mr J has indicated TTR used aggressive sales techniques to sell the course and associated credit agreement. And that he wasn't given enough time to take everything on board. These are slightly different arguments to what was submitted originally by Mr J. But I've thought about whether anything he's said changes my mind.

Having already listened to a couple of the calls between TTR and Mr J leading up to when he entered the agreement, I don't find there are grounds to say TTR was aggressive in the way it sold the course. It checked to see if Mr J was able to talk and let him know what would happen if he decided to sign up for the course. The advisor asked if Mr J had any questions, but he said everything had been covered.

I can see TTR let Mr J know the price of the course was due to increase, meaning he could lose out if he didn't sign up. I agree firms aren't meant to mislead customers with regards to the price. And it would be unfair to use aggressive practices. But I'm not persuaded there's sufficient evidence that's what happened here. There isn't enough evidence to demonstrate Mr J was deceived with regards to the price. I think TTR did enough to check in with him to see if he was happy to apply for the credit agreement. I can't see he was rushed or forced to talk at a bad time. He seemed quite willing to proceed on the basis of the calls I've listened to.

I'm also mindful TTR let Mr J know he had 14 days to cancel. So he had the option to cancel if he was unsure or unhappy about anything he'd been told. Moreover, I appreciate Mr J says he didn't understand everything he was told on the phone, but that's not what he said to TTR when it checked. And I do have to bear in mind TTR also sent out details of the course in writing to Mr J too, as I said in the provisional decision.

While I appreciate Mr J might be disappointed, on weighing everything up, I don't find his response has led me to change my mind on what I said in the provisional decision. I'll leave it up to Mr J to decide if he wishes to accept this decision. If he does accept it, he may wish to discuss with TTR whether he wants to offset any refund against arrears.

My final decision

My final decision is I uphold this complaint and direct TTR PT Limited to:

- Refund Mr J £190, together with 8% simple annual interest from the date the payment was made to the date of settlement.

If TTR considers that it's required by HM Revenue & Customs to deduct income tax from

that interest, it should tell Mr J how much it's taken off. It should also give Mr J a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 8 August 2022.

Simon Wingfield
Ombudsman