

The complaint

Mr O complains that Conister Bank Limited are seeking full repayment from him under a fixed sum loan agreement.

What happened

In November 2024, Mr O applied for an online training course. The bulk of the course content was scheduled to take place over several weekends. The cost of the course was £3,000 and the course provider arranged a fixed sum loan agreement for Mr O, provided by Conister, to pay for it. Mr O was required to 36 monthly repayments of £111.34.

Mr O started the course in January 2025. After completing the first two online training sessions Mr O says he began to have blurred vision and eye strain. He says this was caused by the long online training sessions and use of a screen. He says he reached out to the course provider to ask it to spread the course content out during the weekdays in order to assist him, but he says it declined to do this. He then asked the course provider for a refund on the basis that the course had caused him to suffer blurred vision and the need to be prescribed glasses. He says this request was also declined, so he contacted Conister to request cancellation of the loan agreement.

Conister didn't agree to cancel the loan agreement. It said Mr O hadn't provided sufficient evidence to demonstrate the course provider was at fault for the problems with his vision. Further, it said the course provider had agreed to make reasonable adjustments to the learning schedule, including agreeing that Mr O could pause his learning for a period of time.

Our investigator didn't recommend the complaint be upheld. She didn't think Conister had acted unfairly in not cancelling the loan agreement. She didn't think there had been any breach of contract by the course provider for which Conister might be jointly liable under section 75 of the Consumer Credit Act 1974 ("section 75"). She said the evidence didn't support that Mr O's problems with his vision were caused by the course provider and Conister's response to his complaint was fair and reasonable.

Mr O didn't agree, so the complaint has been passed to me for a decision.

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.

As Mr O approached Conister to ask it to cancel the loan agreement I've considered whether its response was fair, taking into account the various things it ought to have considered.

The general effect of section 75 is that if Mr O has a claim for breach of contract or misrepresentation against the training course provider, he can bring a like claim against Conister as the provider of credit. There are other requirements that also need to be met, but I'm satisfied those are met here.

Mr O says that the training course caused damage to his vision and there has therefore been a breach of contract (in that the course was not provided with reasonable skill and care). However, he hasn't provided any persuasive evidence to demonstrate it was solely down to the course provider or the way the course was delivered that caused the problems with his vision. It seems Mr O has accepted that he has a history over many decades of using screens for long periods of time and requiring adaptations to help with his eyesight. I'm therefore not persuaded there was any breach of contract by the training course provider in the way it delivered the training.

Mr O says that he asked for the training course provider to make adjustments to how the course was delivered. The course provider has said that it was willing to make adjustments, but Mr O hasn't agreed to the proposals it put forward. Mr O says that it would be reasonable to allow him to complete the learning during the weekdays. However, Mr O hasn't provided a copy of the original contract or terms for how the course had been agreed to be provided to him so I can't fairly say the course provider's refusal to do this was unreasonable or was a breach of contract.

From what Conister could see, the training course provider had made the course available to Mr O and had offered solutions to help with his study (such as offering a pause in learning or structuring the content differently). Further, Mr O hadn't provided any persuasive evidence to show his issues with his vision were directly caused by the course or that it wasn't possible for him to complete the course through the adjustments the course provider had offered. For these reasons, I don't think Conister were likely to be liable for any breach of contract or misrepresentation under section 75.

I don't think Conister acted unfairly in not cancelling the loan for some other reason. Mr O is contractually obliged to make the repayments towards the loan and he doesn't have any automatic right to have the loan cancelled early without paying everything that is owed. It seems it might be possible for Mr O to still complete the course just under a different schedule as suggested by the course provider. Given the evidence and information available, I think it would be unreasonable and unfair to direct Conister to release Mr O from further liability under the loan agreement.

I understand Mr O says he is now struggling with the repayments towards the loan. He should reach out to Conister to discuss his financial circumstances so that a suitable repayment arrangement can be agreed. I remind Conister of its obligations to treat Mr O fairly in relation to any financial difficulties he might be experiencing.

I realise this will come as a disappointment to Mr O, but I've seen no reason to conclude that Conister has acted unfairly or unreasonably in not cancelling the loan agreement early.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 2 January 2025.

Tero Hiltunen
Ombudsman