

The complaint

Mr J complains about the way Buyline Ltd ('Buyline') handled his claim for a refund.

What happened

On 31 October 2023, Mr J entered into an agreement (the 'agreement') with Buyline for a fixed sum loan of £2,501 with 0% interest, which was used to pay for a training course (the 'course'). The loan was paid by Buyline directly to the course provider who I'll refer to as 'T'. The duration of the loan was for 24 months consisting of monthly repayments of just over £104. On 1 November 2023, T sent Mr J enrolment details saying that he had "*unlimited access to course material until 1 November 2024.*" After receiving this, Mr J contacted T to raise concerns saying he wasn't told the access to the course material was limited to a specific timescale – he said he was led to believe by T that he'd have 'unlimited' access to the course material with for an unlimited period of time.

Mr J told T that due to his personal situation, he needed access to the course for a minimum of 24 months. Amongst other things, in an email dated 3 November 2023, Mr J told T that: *You did inform me about unlimited access and the exam resitting options however, what you did not tell me is that everything is only limited for 12 months until I signed up. I would have been happy if I had known this before than to hear it now to make an informed decision. Please do try to change it to 24 months although I do not intend to and I don't want to waste much time on this any longer...Please rearrange the access to 18 months as suggested for the time being.*"

The course was extended to the agreed period of 18 months. However, in February 2024, Mr J told T he wanted to cancel the course. Around the same time, he ceased making repayments to Buyline under the (loan) agreement. Subsequently, Mr J contacted Buyline making a claim under section 75 of the Consumer Credit Act 1974. However, Buyline didn't agree there'd been a breach of contract or misrepresentation and rejected Mr J's subsequent complaint. So, Mr J referred matters to our Service.

Our investigators didn't recommend upholding the complaint. Mr J disagreed. I issued a provisional decision reaching the same outcome as our investigators but providing additional reasoning. Mr J responded and, in summary, said: he wasn't told about the 12-month timescale; expiry of cooling off rights don't apply where essential terms aren't disclosed; he wasn't able to make an informed decision about taking the course (or not); he reluctantly accepted the extension offer because he was financially committed; the service wasn't delivered with reasonable care and skill; the course wasn't suitable for his needs; the course wasn't fit for purpose due to system failures (for example); the provisional decision didn't address certain matters such as downtime limits and persistent defects; and the loan account default has harmed his credit record. The matter has been passed back to me to finalise.

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.

Although a number of issues have been raised, this decision only addresses those issues I

consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision including those in response to my provisional decision. But for the same reasons as that set out in my provisional decision, my decision remains that I'm not upholding this complaint.

In reaching this decision, I've reconsidered whether Buyline has acted fairly and reasonably in Mr J's case and in doing so, I've taken into account all relevant law including section 75 of the Consumer Credit Act 1974 ('section 75') and the Consumer Rights Act 2015 (duty to act with reasonable care and skill etc). I also note here that I'm satisfied Mr J met all the conditions for bringing a section 75 claim against Buyline.

Mr J entered into a contract with T (the 'contract') on 31 October 2023 – I can see he signed these terms on this date which is the same date he entered into the loan agreement with Buyline. Amongst other things, T's contract terms said "...on the purchase of a [type of course] *You are enrolled into a 12 or 24 month subscription – depending on your requirements.*" So, I think the time limited aspect was made reasonably clear to Mr J.

In any event, as I said in my provisional decision, even if I were satisfied there had been a misrepresentation (i.e. an untrue statement of fact) prior to the contract, I'd need to be satisfied Mr J reasonably relied on this. In this case, when Mr J says he became aware of the timescale that applied to the course access which was on, or around, 1 November 2023, he contacted T, and this was still within the 14-day cooling off (cancellation) period. He reiterated this point in response to my provisional decision. But as I've previously said, rather than cancel he negotiated a longer period of time to have access to the course and accepted what appears to be a variation of the old terms (i.e. from 12 months to 18 months).

Additionally, in his email to T dated 3 November 2023 which I've quoted from above, whilst Mr J indicated he was unhappy about the timescales involved in having access to the course, he didn't say he wouldn't have gone ahead had he known the true position. I've reconsidered everything Mr J has said about this. But from everything he's said, it appears that he wanted a longer period to study due to his circumstances. So, I remain of the view that it's likely had he been aware of the 12-month timescale, he would've asked T for a longer period to complete the course, and if this had been granted (which I think it likely would've been) he still would've gone ahead with the course. I note what Mr J says about T pressuring him to accept the new terms and the financial commitment he had made but based on all the evidence, I can't reasonably conclude there was any pressure for him to not cancel the course when he had the opportunity to do so.

I've noted all of Mr J's further submissions about information he was provided with by T or its agents pre-sale such as that relating to the (increased) earning potential of students who completed the course. However, taking everything into consideration here, I don't think there's persuasive evidence of a misrepresentation that induced Mr J into the contract with T (or even if there was he negotiated new terms and agreed to these). So, I don't think Buyline's conclusion it wouldn't accept liability on this basis was an unreasonable or unfair conclusion to reach.

Mr J says T, and by extension, Buyline, are in breach of contract as, in his view, the course was substandard. As I've set out above, the implied terms mean a business offering a service such is the case here, has to carry out the contract with reasonable care and skill. In this case, Mr J made various complaints about the quality of the course and about having difficulties accessing the course material. And he reiterated in response to my provisional decision that there were various technical matters which T didn't fix and (for example), he couldn't access the online material. He also said he wasn't sent a handbook that was promised.

From what I can tell, T offered to support Mr J with any technical difficulties he may have experienced such as trying to arrange a 'screen share' with him so it could ascertain what the problem was. However, by this point (February 2024), Mr J was unhappy with the course and was seeking to cancel instead so he didn't appear to engage with T further about these issues. Further, I can see T explained the handbook Mr J was requesting would be made available to him at a particular point in the learning journey. In my view, taking into account how T responded to the issues Mr J was raising, I'm still not persuaded Buyline was acting unreasonably or unfairly when it concluded there wasn't a breach of contract as it doesn't appear on all the facts that T failed to carry out the contract with reasonable care and skill.

In respect of the loan itself, from what Mr J says, he wasn't aware of Buyline's involvement. But I can see this was all set out in the loan agreement which he signed on 31 October 2023. So, I don't think there's sufficient evidence of him not being made aware of the loan or its terms including who was providing the funds to T. I appreciate Mr J is unhappy Buyline is pursuing the repayments that he appears to have stopped paying in February 2024, which he says is because he doesn't think he should have to pay for a course he is no longer using. I've noted what Mr J has said about the negative impact this has had on his credit file. However, for the reasons set out above, I'm not asking Buyline to refund him in respect of his claim under section 75. And given there remains an outstanding debt, I can't say Buyline is doing anything wrong in terms of seeking repayment in line with the agreement. That said, Mr J should note that if he is experiencing financial difficulties, Buyline has a regulatory duty to treat him with an appropriate level of forbearance.

For all the above reasons, I'm not upholding this complaint. I appreciate this is not the outcome Mr J was hoping for. As noted above, my role is to look at things informally. So, if Mr J disagrees, he can reject my decision and pursue matters by alternative means if he wants, such as court (seeking appropriate advice in the process).

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 Mr J to accept or reject my decision before 12 January 2026.

Yolande Mcleod
Ombudsman