

The complaint

Mrs M complains about the way Buyline Ltd ('BL') handled her claim for a refund.

What happened

On 23 July 2024, Mrs M signed up for an online course provided by a business I'll refer to as 'H'. The course cost £4,000 which was paid for using funds from a fixed sum loan agreement (the 'agreement') provided by BL. The loan was to be repaid over 24 months at 0% interest with monthly repayments set at £166.59. In early September 2024, Mrs M complained to H saying, amongst other things, that she wanted to cancel the course. However, H said there was no longer the right to cancel. Mrs M referred the matter to BL who considered matters under section 75 of the Consumer Credit Act 1974. It didn't think there was sufficient evidence of a breach of contract, so it declined Mrs M's claim.

Mrs M referred the matter to our Service making several complaints about BL and H including that: H mis-sold her the course; H breached the contract she had with it so BL should be held liable for this; H agreed that she could cancel the course, but this wasn't honoured; and she alleges H 'forged' her signature on the loan agreement. Our investigators didn't recommend upholding the complaint, so the matter has been referred 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.

I want to start by saying that I very much appreciate the difficulties that Mrs M is facing and I sympathise with her situation. I'll also say here, that whilst I can see 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.

Having reviewed everything, from what I can see BL has acted fairly and reasonably in the way it dealt with Mrs M's claim under section 75 of the Consumer Credit Act 1974 ('section 75'). In reaching this conclusion I've had regard to relevant law including the Consumer Rights Act 2015 (reasonable care and skill etc). I also note here that I'm satisfied Mrs M met all the conditions for bringing a section 75 claim against BL.

From what I can see, Mrs M was told before accessing any material that she would no longer be able to request a refund. I think H's terms were clear on this point. I can see BL has asked Mrs M to provide evidence that H's CEO (Chief Executive Officer) had agreed to the cancellation request as she'd claimed. As I understand it Mrs M hasn't been able to provide evidence to support that H or any of its staff, agreed to her cancellation request. All in all, I can't say that BL has acted wrongly in concluding it wouldn't refund Mrs M on this basis.

Mrs M says she's entitled to a refund for breach of contract and/or misrepresentation due to the quality of the course itself which, amongst other things, she says wasn't accurate and

could be obtained free elsewhere. I've taken on board what Mrs M has said. But given the technical nature of the course, and the fact Buyline aren't experts in the relevant subject matter, I don't think it could reasonably be expected to conclude the technical content wasn't accurate and/or wasn't of the level of quality to be expected from this type of course. Further, as our investigator has said, H has said that whilst some material may be accessible free elsewhere the cost of its course includes teaching, support, assessments and so on.

I can see BL obtained the calls that Mrs M had with H as part of its investigation into the claim. It noted that during these calls, that when Mrs M said she was having difficulty with some of the material, H offered to provide additional support such as offering to send recordings if Mrs M was unable to attend particular online events. H also offered Mrs M additional support if she needed it. All in all, I can't see that Mrs M has provided persuasive evidence to show the course wasn't described accurately. Or that, for example, H failed to act with reasonable care and skill. Mrs M points to online reviews about the course including her own as evidence that the course wasn't as described or wasn't of the quality she was expecting. However, whilst I've taken all of this into account, these reviews are subjective in nature, and in any event, not all the reviews are consistent with the course not being of good quality.

Mrs M made it clear to us in her initial submissions that her complaint is more about the service provided by H rather than that provided by BL. But our Service can only consider the actions of BL. And in terms of its (BL's) service, looking at how it dealt with her section 75 claim including the customer service it provided to her, I'm satisfied it acted fairly and reasonably here.

Mrs M says H 'forged' her signature on the loan agreement and she says she told H that she wanted to pay for the course in cash. I've listened to the call Mrs M had with H's agent on 23 July 2023 when the loan agreement was set up. Mrs M did tell H's agent that she had been unwell, but she also said that she was doing much better at that point. And she went on to say that she spent the weekend going 'through the whole thing' and was ready to sign up. The agent then asked how Mrs M wanted to pay for the course. Mrs M said she wanted the interest free option. The agent then explained to Mrs M that she'd receive an email with the credit agreement attached and summarised some of the loan agreement terms (how much, the interest rate, and what it could be used for). And from what I can see BL sent Mrs M the agreement on the same day as the call, which in turn, on the face of it, she (Mrs M) (electronically) signed later that day.

So, taking all of this into account, I can't say that there's sufficient evidence to show that H or BL did anything wrong in terms of the setting up of the loan agreement. It was clear from the telephone call that Mrs M was paying for the course with credit provided by BL. The agreement was sent directly to Mrs M after this call and returned to BL the same day. So, I can't fairly or reasonably say that BL has done anything wrong in accepting this application and paying the loan funds to H.

Mrs M has requested BL write off the agreement. But I can't see that she could do this under the terms and conditions of the agreement. Mrs M did have a 14-day period in which to withdraw from the agreement, but she seems to have made her request outside of this period – the agreement was signed on 23 July 2024 and from what I can see, Mrs M didn't contact BL with her request until early September 2024. In any event, Mrs M would still be liable to pay for the course so I can't see that she has suffered any loss here.

I note Mrs M stopped making repayments and BL has signposted her to a number of organisations that can help with debt management advice. It also put the collections actions on hold whilst the complaint was with our Service. Whilst I appreciate this matter is still ongoing and BL is likely to resume its collections process once the matter has been resolved here, Mrs M should note that if she is experiencing financial difficulties, BL has a regulatory

duty to respond to these issues positively and sympathetically.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mrs M wants. And I know this will come as a disappointment to her. However, as I said above, my role is to resolve things informally, so Mrs M doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should she wish to do so.

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 Mrs M to accept or reject my decision before 12 January 2026.

Yolande Mcleod
Ombudsman