

The complaint

Mr S complains about a course financed by Omni Capital Retail Finance Limited ('OC').

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Mr S financed a coding course sold by a learning provider using a fixed sum loan from OC.

Mr S contacted OC to say he was unhappy with various aspects of the course and the way it was sold. In summary, he said:

- He was misled about the amount of time required to participate in the course – and he was spending far more time on it than the 12 hours a week he was led to believe was required. He says it wasn't possible to balance the course alongside his work commitments.
- He was unfairly rejected for an extension of time to work on a course project.
- The quality of the course and support was poor.

Mr S wanted a refund for what he had paid and for the remaining amounts to be written off.

OC looked into the claim but did not uphold it.

Mr S escalated a complaint about the claim outcome to this service. But our investigator did not conclude OC should have done more in respect of the claim put to it.

Mr S has asked for an ombudsman to look at things again for a final 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time. This includes the FCA's new 'Consumer Duty'.

I know Mr S is extremely unhappy with the service he paid for, but it is important to note OC is not the supplier of the course here. My jurisdiction only permits me to look at OC and what it is fairly liable for noting its role as a finance provider. In that respect I consider the following to be relevant here:

Section 75 of the Consumer Credit Act 1974 ('Section 75')

This allows Mr S to make a 'like claim' against OC for any breach of contract or misrepresentation by the supplier in respect of the service it has provided.

There are certain technical requirements that need to be met for Section 75 to apply. This can relate to things like the parties involved known as the 'Debtor-Creditor-Supplier' agreement.

The issue here is that from the finance agreement I see that OC appears to have paid the arranger/marketer of the course (who I will refer to as 'L'), yet it was supplied by a third party (who I will refer to as 'C'). This calls into question whether Mr S has a claim against OC in relation to the actions C – as OC didn't finance an agreement with C here.

In the interest of being pragmatic I am going to consider Mr S's claims about the actions of C anyway – because it doesn't make a difference to the outcome here. Furthermore, I recognise that his claim around misrepresentation is focused on the actions of L as the arranger/marketer – whom OC did pay.

I can see the finance agreement lists a party other than L as the broker here. However, there is information that indicates L played a role in the credit broking. In which case Section 56 of the Consumer Credit Act 1974 would be relevant here in respect of OC's liability for any misrepresentation by L in its role arranging the finance. However, it doesn't make a difference to the outcome here in any event (also noting that the consideration of Mr S's misrepresentation allegations are covered in respect of Section 75 in any event).

Noting my informal remit I am going to break Mr S's claims down into the three broad categories I have summarised his concerns as in the background to my decision. I appreciate this is not as granular as Mr S has expressed in his testimony – however, I have carefully considered what he has said overall and ultimately it does not change the outcome here.

Misrepresentation (or mis-description) of the course commitment

This appears to be the central point which Mr S brought to OC when he made his claim to it. It speaks to the reason he requested an extension from C – as essentially, he told it he didn't have sufficient time to complete the course projects noting he had work commitments.

Mr S says that the course was sold to him as part time and possible to fit in around work commitments as it required 12 hours commitment a week. Which he says he was able to manage. However, he says this is false – the course requires many more hours than this which meant it was unmanageable.

I have looked at L's early sales communication with Mr S around the course from an email chain. And I can see that it told Mr S that 'at least' 12 hours a week will be required. Furthermore, the course handbook states 12-15 hours a week is a 'minimum'. I also can't hear from the sales calls with L that it assured him that the course wouldn't take more than 12 hours a week either. So from this I cannot fairly say that in considering the claim OC should have concluded that Mr S was falsely led to believe that 12 hours was a maximum or guaranteed amount of study time required.

I appreciate Mr S has made the point that he has spent far longer than 12 hours a week on the course. However, because people will naturally learn differently and at different paces (also dependant on how challenging an individual finds a particular subject) it is difficult to

say the time Mr S has spent on his studies shows that statements about the part-time nature of the course are demonstrably false.

With this in mind I cannot fairly conclude OC should have upheld a claim for breach of contract or misrepresentation for this aspect of Mr S's claim to it.

Failure to grant an extension

Mr S appeared to be struggling to manage his work commitments around the course. So he requested an extension of time from C. However, this was declined (I understand instead Mr S was offered a deferral which he didn't want).

There is nothing specific about extensions in L's terms and conditions. However, I can see from C's student handbook it says extensions can be applied for, but these will be reviewed on a case-by-case basis. And examples it gives where an extension might be granted are for illness or bereavement. Because the option of an extension is discretionary, a refusal to provide an extension by C would not be a clear breach of contract. So I can see why OC did not conclude that a breach had occurred in this respect. I also can't see where there was any persuasive evidence shown to OC that L gave Mr S false information about the extension policy at the point of sale.

Quality and support concerns

One of Mr S's main claim points has been about a lack of support on the course. I can see that C's course handbook confirms there will be support provided including a mentor. Mr S says his mentor left. However, the evidence available to OC showed it that C wrote to Mr S to explain his mentor was leaving and asked him to fill in a form to get assigned a new one. And that it wrote to him the next day with details of his new mentor. Furthermore, there was no persuasive information presented to OC to show the other channels of support were unavailable to Mr S during the course. So, based on the information available I don't think OC was acting unfairly in not concluding there had been an express breach of contract in respect of the support provided by C.

I understand a big part of Mr S's complaint is in respect of the quality of the support and learning materials from C. He indicates that questions which should have been answered (as they were relevant to the course) were either not properly addressed or the guidance given was of a poor standard. He says the standard of learning materials in project one was good, but the following project was of a poor and unacceptable standard. Mr S says that industry professionals he spoke to support these conclusions.

Relevant to OC's assessment here is an implied term into a contract by law that a service is to be provided with reasonable 'care and skill'. This is usually implied by the Consumer Rights Act 2015 ('CRA'). There is an argument here that the CRA doesn't apply as Mr S is taking the course with a view to his chosen profession rather than acting as a consumer. However, other law likely implies a similar term in any event. The standard of care and skill is not expressly defined but is generally considered to be the acceptable standard in a particular industry.

One of the issues here is the course Mr S took is complex and specialist relating to computer coding. It isn't clear to me as a non-expert, nor would it be to OC, if the support and learning materials provided were of such a standard that would constitute a lack of reasonable care and skill. I don't see where Mr S presented OC with persuasive (such as expert or trade body) information to support the claims he made that the course fell below a certain industry standard. Furthermore C, which does not accept Mr S's allegations appears to have various affiliations or endorsements – which would indicate (at least without persuasive evidence to

say otherwise) that the course meets certain criteria in that field. So I can't fairly say OC was acting unreasonably in not upholding this aspect of the claim.

I know Mr S feels very strongly about this matter. I am not saying that he doesn't potentially have a valid case. I remind him that my role here is informal – and only in respect of the responsibilities of OC. Mr S is free to reject my decision and consider taking his dispute against any of the parties by more formal routes (such as court) going forward.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 March 2026.

Mark Lancod
Ombudsman