

## Case summaries of complaints arising from coronavirus

1. A student complained to us about changes made to the third term of their first year as a result of the coronavirus lockdown. The student had not complained to the provider because they believed a complaint would be rejected: the provider had told students it did not anticipate offering any tuition fee refunds to students.

We decided that the complaint was **Not Eligible**, which means we could not consider the complaint under our Rules. This is because the student had not complained at all to the provider and it would not be fair for us to consider the complaint before the provider had a chance to resolve it. We gave the student information about how to make a complaint to the provider.

2. A student complained to us about planned changes to their supervisory team that were made more difficult because of the coronavirus lockdown. The student had made a complaint to their provider but the provider's response was delayed.

The provider explained to us that the student's complaint was at the final stage of its internal processes, and that it would be sending the student a Completion of Procedures letter within the next two weeks.

We decided that the complaint was **Not Eligible**, and that we would not consider the complaint at that stage. This was because the student had not yet completed the internal processes, and they would only have to wait a little while longer before the provider reached its final decision.

3. A student was studying an evening course at a further education college. They complained to us about disruption to their studies as a result of the college closing during the coronavirus lockdown.

We decided that the complaint was **Not Eligible**, which means we could not consider the complaint under our Rules. This is because, although the college is a member of our Scheme, the student's course of study was a Level 2 course and was not a higher education course.

4. A student made an academic appeal to the provider on the basis that their performance in their assessments during the year had been affected by mitigating circumstances relating to their mental health. The student also said that they had been unable to access support services at the provider and that practical elements of their course had been disrupted because of the nationwide coronavirus lockdown. The provider rejected the student's appeal because it said it related to academic judgment.

The student complained to us. We thought that the provider may not have properly considered the student's long-standing mental health issues and whether those issues had affected the student's academic performance or their ability to make a mitigating circumstances claim on time. In addition the provider had not considered the student's concerns about the provider's response to the

lockdown. We asked the provider to reconsider the student's appeal and it agreed to do so. The complaint was **Settled** on that basis.

5. An international student complained to their provider because their course had been moved to online teaching following the closure of the provider's campus during the coronavirus lockdown that began in March 2020. They asked for a discount or refund of their tuition fees. The student said that online delivery was very different from face-to-face interaction with teachers and students, and the experience of campus life. The provider did not uphold the student's complaint. It explained that the student's course was being delivered as far as possible online, that adjustments that the provider had made to assessments meant that students were not academically disadvantaged, could meet their learning outcomes and progress with their studies. It said that although the student's learning experience had been different from what they had expected, the changes had been necessary because of the pandemic.

The student complained to us. We decided that the complaint was **Not Justified**.

We looked at the following relevant factors:

- Whether the provider acted reasonably and treated the student fairly.
- What the provider did at the time to minimise disruption for students affected by the circumstances, to try to put things right.
- What the provider promised, and what the student could reasonably expect in terms of contact hours and other learning opportunities.
- What the provider did to ensure that students were not disadvantaged academically and could achieve their learning outcomes.
- What the provider delivered, and whether that matched what was promised and what students reasonably expected, and was broadly equivalent to its usual arrangements.
- Where there has been a shortfall of delivery, what were the consequences for the student, and whether the provider has considered those consequences.

We also considered any national and local public health guidance or restrictions that were in place that might have affected what the provider could deliver.

The provider had needed to adapt teaching, learning and assessment as a result of the pandemic in order to comply with public health advice and protect the health and safety of students, staff and the general public. We decided that the provider had given students detailed information about the changes to their courses including how lectures, seminars and other teaching sessions would take place online. Teaching staff offered office hours that accommodated students in other time zones. Group work was facilitated online and, although some practical sessions had to be cancelled, the students affected were not disadvantaged academically.

The student had not complained that they had any difficulties accessing the online sessions or other learning materials, about how the teaching was being delivered online, or that any subject areas or topics had been missed out. Their complaint focused on the fact that they were unable to study on campus.

We decided that the provider had communicated clearly and in a timely way how it was continuing to deliver the course, including opportunities to interact with staff and other students and support services, although through different means than originally planned. We were satisfied that it had made reasonable efforts to ensure that students could achieve their expected learning outcomes and to continue to deliver learning in a way that was broadly equivalent to its usual arrangements.

6. A student complained to their provider about the disruption to their studies resulting from industrial action in November/December 2019 and February/March 2020, and the nationwide coronavirus lockdown from March 2020. The student wanted financial compensation or a fee refund for missed learning, a reduction in quality teaching time, and a lack of access to facilities. The provider upheld part of the student's complaint but did not give the student any financial compensation.

The student complained to us. We decided the complaint was **Not Justified**.

We looked at the following relevant factors:

- Whether the provider acted reasonably and treated the student fairly.
- What the provider did at the time to minimise disruption for students affected by the circumstances, to try to put things right.
- What the provider promised, and what the student could reasonably expect in terms of contact hours and other learning opportunities.
- What the provider did to ensure that students were not disadvantaged academically and could achieve their learning outcomes.
- What the provider delivered, and whether that matched what was promised and what students reasonably expected, and was broadly equivalent to its usual arrangements.
- Where there has been a shortfall of delivery, what were the consequences for the student, and whether the provider has considered those consequences.

We also considered any national and local public health guidance or restrictions that were in place that might have affected what the provider could deliver.

We decided that the provider had taken steps to make sure that students were not academically disadvantaged by the disruption during the year and that they could meet their learning outcomes. The provider had needed to adapt teaching, learning and assessment as a result of the pandemic in order to comply with public health advice and protect the health and safety of students, staff and the general public. It had made adjustments to assessments to ensure that students were not assessed on any material that had not been taught. It had extended and staggered assessment deadlines and introduced open book assessments. It introduced a "no detriment" policy to ensure that students were able to progress with their studies provided they had met their learning outcomes.

The student had not told the provider which teaching they had missed out on during the disruption. The provider said that many teaching sessions had gone ahead as planned during the industrial action and that the student, who was in their first year, would be able to sit in on any missed lectures in the second year.

During lockdown the provider had made available to students recorded lectures from the previous year and facilitated remote discussion groups so that students could continue interacting with each other and teaching staff. Library and other services were made available online. Student support and well-being services continued to operate and the provider ran a programme of virtual events including lunchtime concerts and outings. Overall we were satisfied that the provider had taken reasonable steps to put in place measures that were broadly equivalent to its usual arrangements.

7. A student failed a resit exam at their final attempt in January 2020. The student made an academic appeal to the provider in late April, after the deadline for appeals, on the ground that they had new evidence which for good reason they had not submitted earlier. They explained that they had felt unwell at the time of the exam but did not think their symptoms would be considered as mitigating circumstances. The student provided a letter from their GP which said that the student had felt unwell in January and in April, and had been told to self-isolate in April because of symptoms of Covid-19.

The provider rejected the student's appeal. This was because it was made two weeks after the deadline for appeals in early April and the student had not provided evidence to explain why they were unable to appeal by that deadline, and the student had also been unable to explain why they had not submitted a mitigating circumstances claim in January. The student complained to us.

We decided that the complaint was **Not Justified**. We decided that in view of the significant pressures on NHS services in March and April 2020 and government advice not to attend GP surgeries, it was not reasonable for the provider to insist on independent evidence to support the student's explanation for missing the appeal deadline. In the circumstances it would have been reasonable for the provider to have accepted the student's appeal for consideration even though it was made late.

But the student also had to explain in their appeal why they were unable to make a mitigating circumstances claim in January 2020, and they had not done so. We thought it was reasonable for the provider to expect the student to have made a mitigating circumstances claim at the time of their exam if they felt that their performance had then been affected by ill-health. On that basis it was reasonable for the provider to have rejected the student's appeal.

8. A student complained to their provider that their studies had been disrupted by industrial action which caused them to miss a total of 24 hours of teaching and that they missed out on more teaching as a result of the move to online lessons during the nationwide coronavirus lockdown. The student said that there was a delay to the start of online teaching because of technical difficulties, that online sessions tended to be shorter than face-to-face lessons, and the provider had not done enough to minimise disruption to the student's studies. The student asked for a partial refund of tuition fees.

The provider told the student that it would not consider their complaint because it was not giving any tuition fee refunds. It said that it had no option but to move to

online teaching and that it had put in place measures to minimise disruption. The provider did not consider the student's individual concerns about the impact of the pandemic and the industrial action on them or explain how the measures it had taken addressed those concerns.

The student complained to us. We decided that the complaint was **Justified**.

We think that it can be pragmatic for a provider to shorten or streamline its usual complaints processes, especially when there are a large number of similar cases to manage. But in this case, we concluded that the provider had not engaged with the student's individual concerns at all and so it was not reasonable to reject their complaint. We recommended that the provider should consider the student's complaint, looking at whether the student was able to meet their learning outcomes, whether the provider had delivered what it had promised, or something broadly equivalent to it, and whether the student had been able to access what had been offered.

9. An international student was in their second year, studying four modules during the year. The student paid fees of around £13,500 for the year. They complained to the provider that it had cancelled approximately half of the expected on-campus learning as a result of the nationwide coronavirus lockdown in March 2020. They asked for a refund of tuition fees.

The provider rejected the student's complaint because it was about a policy decision taken by the provider and its complaints process did not permit complaints about policy decisions that had been properly carried out. The provider said that it had made appropriate and necessary changes to the course and provided adequate online learning and support. It relied on a clause in the terms and conditions that gives the provider the right to change or cancel part or all of the programme.

The student complained to us. We decided that the complaint was **Partly Justified**.

We concluded that it was not reasonable for the provider to reject the student's request for a refund without first properly addressing the issues they had raised. We thought the clause saying that the provider could make changes to the programme was too wide in scope because it allowed the provider to cancel an entire programme without taking steps to minimise disruption for students, and that it would not be fair to refuse to consider the student's complaint on that basis of the clause.

Normally if we decided that a provider had not considered a complaint properly we would ask it to take the complaint back to consider it. But in this case the provider had explained to us in much more detail how it had responded to the pandemic and so we were able to reach a decision on the complaint.

We looked at the following relevant factors:

- Whether the provider acted reasonably and treated the student fairly.
- What the provider did at the time to minimise disruption for students affected by the circumstances, to try to put things right.

- What the provider promised, and what the student could reasonably expect in terms of contact hours and other learning opportunities.
- What the provider did to ensure that students were not disadvantaged academically and could achieve their learning outcomes.
- What the provider delivered, and whether that matched what was promised and what students reasonably expected, and was broadly equivalent to its usual arrangements.
- Where there has been a shortfall of delivery, what were the consequences for the student, and whether the provider has considered those consequences.

We also considered any national and local public health guidance or restrictions that were in place that might have affected what the provider could deliver.

The provider had needed to adapt teaching, learning and assessment as a result of the pandemic in order to comply with public health advice and protect the health and safety of students, staff and the general public. It had taken steps to adjust assessments so that students could show that they had met core learning outcomes through online assessments. This included reducing the number and changing the format of assessments. We decided that the provider had taken sufficient steps to ensure that students were assessed fairly so that they were not academically disadvantaged by remote learning and were able to meet what it had decided were the required learning outcomes.

We went on to consider whether the provider had delivered what was promised to students and what was broadly equivalent to its usual arrangements.

The provider had told teaching staff to cancel all classes and not to give the students access to teaching material related to new content for a two-week period. After that some teaching had resumed.

The student was studying two modules and we looked at what the provider had done to mitigate the disruption in both modules. One module included a significant element of practical group work. In that module the module leader adjusted the group task, had encouraged students to contact other members of their group, and arranged online support and discussion sessions and regular feedback sessions. We were satisfied that the actions the module leader had taken mitigated the disruption to the student's learning opportunities and ensured that the delivery of the module was broadly equivalent to usual arrangements.

For the second module four weeks of teaching were cancelled which meant that four topics (out of ten) were not covered. In addition a final project that was originally worth 60% of the module was cancelled which meant that the student lost the opportunity to develop their written work and research. The provider did not replace the project with another assessment with similar objectives, as described in the module guide. We concluded that the provider had not taken sufficient steps in relation to this module to mitigate the disruption to the students learning experience or to ensure that the delivery of the module was broadly equivalent to its usual arrangements.

We recommended that the provider should pay the student compensation which we assessed at just over £1,000 in total. The starting point was the notional cost of the teaching hours for the one module missed. We decided that it would also be reasonable to compensate the student for the loss of the project and we assessed that compensation at £500. We recognised that providers must also provide and maintain facilities, infrastructure, administration and other student services, and that although the student could not access facilities on campus they did have access to services remotely including pastoral and other support services and online library facilities. We reduced the amount we had assessed by 30% to take account of this.

We also recommended that the provider should change its complaints procedures so that students with complaints about how their course has been delivered or about access to facilities are not excluded from the process without proper consideration of their concerns.

10. A small group of students were studying for a health-related course with practical elements. They complained to their provider about the quality and delivery of their first year and disruption to their studies during the second year because of industrial action and the nationwide coronavirus lockdown.

The provider told the students that most of their complaint had been raised too late and could not be considered under the provider's complaints process. It said that measures had been taken to ensure that students can still meet their learning outcomes during the Covid-19 disruption, and that concerns about that disruption could not be considered under the complaints policy.

We decided that the complaint was **Partly Justified**. We concluded that it was reasonable for the provider to decide that the students' complaint about course quality and delivery were out of time because they were raised too late. The students didn't make a complaint during their first year. They first complained in the first term of their second year but although they were told how to progress their complaint if they wished to do so they didn't take any further action. By the time they raised these concerns again it was too late for the provider to address them.

But we concluded that it was not reasonable for the provider to refuse to consider the students complaint about disruption caused by the coronavirus lockdown. The provider had not explained what it had done to minimise disruption to the students' studies or why it was satisfied that it had delivered teaching that was broadly equivalent to its usual arrangements. We recommended that the provider should consider the students' complaint about the disruption caused by the lockdown.