



Higher Education Services Refund and Compensation Policy

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Contents

1.0 Purpose	4
2.0 Scope and Application	4
3.0 Definitions	5
4.0 Programme Closure	5
5.0 Events Outside of Our Control	6
6.0 Substantial Changes to a Programme	6
7.0 Deferral/Overpayment	6
8.0 Refund in Exceptional Circumstances	7
9.0 Refund to Sponsored Students	7
10.0 Refunds where a Student has a Student Loan	7
11.0 Compensation	7
12.0 Considerations when Assessing Refund and Compensation Claims	8
13.0 Claims Process	9
14.0 Payment of the Refund and/or Compensation	10
15.0 Complaints	10
16.0 Changes to this Policy	11

Higher Education Services Refund and Compensation Policy

1.0 Purpose

1.1 The purpose of this Refund and Compensation Policy (the “**Policy**”) is to set out the circumstances in which you may be entitled to apply for a refund and/or compensation (including in particular where FutureLearn Limited (“**FutureLearn**”) has been unable to preserve continuity of study due to its actions or omissions) and sets out FutureLearn’s policy for applying for a refund and/or compensation. The measures contained in this Policy are in addition to the protection that all students have under consumer protection law and do not affect your consumer rights.

1.2 This Policy should be read in conjunction with the Terms and Conditions and FutureLearn’s Changes Policy which sets out the circumstances in which FutureLearn may make changes to its programmes, qualifications, modes of study, and services (“**Changes Policy**”) both of which can be found here:

- [Changes Policy](#)
- [Student Terms and Conditions](#)

1.3 These documents describe scenarios where students might have reason to seek a refund or compensation in particular circumstances.

1.4 This Policy has the goal to treat students as equal contractual partners, be clear, unambiguous, and respect the balance between each other’s rights and obligations. It is an expression of FutureLearn’s good faith and fairness.

2.0 Scope and Application

2.1 This Policy applies to all students enrolled with FutureLearn, or who have accepted an offer from FutureLearn, in each case for our online master’s degree programmes validated by the Awarding Body (“**Programmes**” and “**Programme**” shall be construed accordingly) irrespective of whether you are in receipt of a student loan, are sponsored, or pay your own fees. FutureLearn is responsible for the design, delivery, and day-to-day management of your Programme. The Awarding Body is strictly responsible for the academic quality assurance of your Programme and for awarding your final qualification. Your Contract is and will always be with FutureLearn and FutureLearn is responsible for the delivery of your Programme.

2.2 This Policy does not apply to students who are enrolled for:

- 2.2.1** an online degree with one of our OPM Partners – those students are subject to the refund and compensation policy of the relevant OPM Partner;
- 2.2.2** a short course (without an accreditation) or ExpertTracks;
- 2.2.3** microcredentials (without university credits).

2.3 This Policy will not apply to you if you have had your registration terminated for any of the following reasons:

2.3.1 at your request - if you wish to cancel your registration, please see clause 15 (Your Termination Rights) of the Terms and Conditions;

2.3.2 in the normal completion of your Programme; or

2.3.3 as a result of student discipline or non-payment of tuition-related fees.

3.0 Definitions

3.1 In this Policy the following words shall have the following meanings:

3.1.1 “Awarding Body” means the partner institution identified in your Offer which operates as an awarding body, that is responsible for providing the final academic award to you and ensuring that the Programme, designed and delivered by FutureLearn, meets certain academic standards;

3.1.2 “compensation” means some other recognisable loss suffered by the student. This can fall into two categories: (a) compensating the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than FutureLearn (such as travel costs); or (b) an amount to recompense for material disadvantage to the student arising from a failure by FutureLearn to discharge its duties appropriately. Compensation may take the form of a remedy without a financial payment, such as an apology or a goodwill gesture, but could also take the form of a discount, a financial payment or some other form of benefit;

3.1.3 “OPM Partners” means Brunel University of London and the University of Roehampton; and

3.1.4 a “refund” means the repayment of sums paid by a student to FutureLearn or an appropriate reduction in the amount of sums owed in the future. This may include tuition fees or other programme costs.

3.2 Capitalised terms used in this Policy shall have the meaning given to them in the Terms and Conditions unless the context otherwise requires.

4.0 Programme Closure

4.1 FutureLearn considers refunds and compensation to be remedies of last resort and it remains committed to supporting all students to continue and complete their Programmes. FutureLearn will take all steps it can to mitigate the impact on students of any discontinuation of study, such as providing additional learning opportunities or repeating parts of a Programme.

4.2 FutureLearn will always endeavour to teach students to the end of their Programme, including in situations where a decision has been taken to close a Programme – for further details please see the Changes Policy.

4.3 In accordance with the Changes Policy, in the unlikely event that:

4.3.1 FutureLearn is no longer able to deliver a Programme before registered students of that Programme have completed their studies (which is not due to an event outside of FutureLearn's reasonable control); and

4.3.2 FutureLearn and the student failed to agree on a suitable alternative programme at FutureLearn or an alternative institution for the student to transfer to,

4.3.3 such students will be entitled to a full refund and compensation.

4.4 In accordance with the Changes Policy, where FutureLearn withdraws a Programme before registered students of that Programme have completed their studies and such students transferred to a suitable alternative programme they may still be entitled to a refund and/or compensation depending on the circumstances.

5.0 Events Outside of Our Control

5.1 Should an event occur that is outside of our reasonable control meaning we are unable to provide your Programme (referred to as a Force Majeure Event) as defined in the Terms and Conditions – you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due in line with the principles set out in clause 12 (as applicable). For more details about what a Force Majeure Event is and how we will respond, please see clause 21 in the Terms and Conditions.

6.0 Substantial Changes to a Programme

6.1 Should FutureLearn make Substantial Changes to your Programme as defined in the Changes Policy – you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due in line with the principles set out in clause 12 (as applicable). For more details, about what a Substantial Change is and how we deal with such changes, please see our Changes Policy.

7.0 Deferral/Overpayment

7.1 If you defer to a later Programme, no fee adjustments or refunds will be given. Any fees paid will be carried forward to your deferred Programme.

7.2 Any overpayment of Programme fees arising from a deferral (in accordance with the Terms and Conditions) will automatically be carried forward to the deferred Programme. These funds will be used to offset any fee liability upon resumption of studies. If you are paying fees via an instalment plan, then any future unpaid instalments will be transferred to a similar schedule on your deferred Programme.

8.0 Refund in Exceptional Circumstances

8.1 FutureLearn may consider a refund if a student is subject to exceptional circumstances. FutureLearn regards exceptional circumstances to be matters which were unforeseen, manifested after the payment of tuition fees, and which make continuing study impracticable.

8.2 By way of example only:

8.2.1 Bereavement, unexpected personal or family problems or illness might be considered as an exceptional circumstance.

8.2.2 FutureLearn would not normally regard work pressures, or holidays to be exceptional circumstances. In addition, long-term problems such as ongoing financial difficulties may not be accepted as an exceptional circumstance. If you have long-term problems, which affect your studies, you should always let us know. FutureLearn may be able to provide additional support, but makes no commitment to do so. You may also wish to think about deferring your study in accordance with the Terms and Conditions.

8.3 If you have cancelled or withdrawn from your Programme, satisfy the criteria for exceptional circumstances described in this paragraphs 8 and are still liable for some or all of the Programme fees, you can appeal against these fees using the claim process set out in paragraph 13 below.

9.0 Refund to Sponsored Students

9.1 If you are originally self-funded and subsequently receive sponsorship from an employer that covers payments for all or part of the Programme, you may be entitled to a refund of payments you have made.

9.2 You should contact Student Support with details of the sponsorship company's information. The operations team will obtain authorisation from the sponsor and create an invoice. Once FutureLearn is in receipt of the full invoice payment from the sponsoring company, then paperwork can be completed for a refund request in accordance with the claims process outlined in paragraph 13 below.

10.0 Refunds where a Student has a Student Loan

10.1 If FutureLearn has received payment from both you and your loan company, a refund can be requested. You can contact Student Support to request the refund. Once all required evidence has been provided, the relevant paperwork will be raised with the supporting documents (see the claims process outlined in paragraph 13 below).

11.0 Compensation

11.1 Should FutureLearn be unable to preserve the continuation of study for the student, or where the student has an alternative claim pursuant to the terms of this Policy, FutureLearn will put into place a compensation plan which is relevant to the circumstances of the individual student.

11.2 The level of compensation must be approved by the Vice President Higher Education Services and FutureLearn will have due regard to the principles outlined in this Policy when determining the value of compensation to be paid.

11.3 FutureLearn will seek to ensure that any compensation payable to any students under this Policy will be:

11.3.1 reasonable;

11.3.2 tailored to take into account the needs of different students; and

11.3.3 guided by the principles of the Office of the Independent Adjudicator.

12.0 Considerations when Assessing Refund and Compensation Claims

12.1 In concluding an appropriate compensation plan and/or refunds due, FutureLearn will consider the provision of the following (as appropriate):

12.1.1 tuition fee refunds owed in accordance with the Terms and Conditions;

12.1.2 additional costs reasonably incurred by the student as a consequence of a closure of a Programme (including additional tuition fees or travel costs) (if applicable);

12.1.3 maintenance costs in respect of lost time, distress and/or inconvenience following a closure of a Programme;

12.1.4 maintenance costs where students have to transfer to a different institution;

12.1.5 additional tutor costs; and

12.1.6 commitments to honour student bursaries.

12.2 The factors which will be used in assessing claims are whether:

12.2.1 FutureLearn had failed to deliver any specific undertakings that had been given to the student for the way in which the programme of study was delivered;

12.2.2 there had been a failure by FutureLearn to deliver against material information agreed with the student at the point of acceptance of the offer;

12.2.3 a period of prolonged disruption, without sufficient remedial action, has jeopardised the ability of FutureLearn to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme of study;

12.2.4 FutureLearn has followed its own procedures and obligations in delivering the Programme (such as quality assurance and communications to students);

12.2.5 FutureLearn has complied with its processes for making changes, in accordance with the Changes Policy;

12.2.6 FutureLearn has taken all reasonable steps to minimise disruption to the student including where the Programme is closed, using reasonable efforts to transfer the student to a new programme at FutureLearn or an alternative institution;

12.2.7 FutureLearn has taken all reasonable steps to mitigate the effect of an event outside its reasonable control including altering the Programme's timetable to reschedule postponed classes;

12.2.8 there has been a demonstrable loss to the student and in particular if the student has been able to achieve the learning outcomes for their Programme;

12.2.9 the student has been affected in relation to their final degree award, accreditation award or ability to take up a job offer;

12.2.10 the student has met their own obligation to mitigate losses;

12.2.11 the student took advantage of any reasonable adjustments put in place to mitigate against the loss and consideration of whether the student remained disadvantaged despite the alternative arrangements;

12.2.12 if a complaint is made due to disruption to a student's learning experience beyond the student's control, FutureLearn communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them; and

12.2.13 the student has any outstanding debt with FutureLearn and if this will be taken into consideration in any assessment made by FutureLearn as to the appropriate refund and/or compensation that may be due to the student.

12.3 FutureLearn may require documentary evidence from a student when assessing if a refund is due and/or what reasonable compensation may be payable.

13.0 Claims Process

13.1 All claims under this Policy should be submitted to Student Support.

13.2 Any claims submitted by students under this Policy should:

13.2.1 include full details of a student's claim;

13.2.2 confirm that the complaints procedure set out in FutureLearn's Student Complaints Procedure has been exhausted (if applicable);

13.2.3 clarify the impact the event has had on them (if applicable); and

13.2.4 explain what steps the student has taken to mitigate this (if applicable).

13.3 No application for a refund and/or compensation will be considered unless a refund application form with supporting documentation has been fully approved and processed by FutureLearn in accordance with the terms of this paragraph 13.

13.4 Upon receipt of a refund application form under this Policy, FutureLearn will consider the details of the claim and provide a written response to the student within 15 working days of receipt of the student's claim.

Group Claims

13.5 Where a problem has potentially affected a large number of students, FutureLearn may use a separate streamlined process for dealing with groups of complaints. This will be consistent with the Student Complaints Policy. Should this situation arise FutureLearn will make the process clear to students and ensure that this is fair and proportionate.

13.6 If you would prefer to use the student complaints procedure individually, you will not be prevented from doing so. FutureLearn could decide that an issue arising from an individual complaint affects more than just that individual and apply this Policy more widely and use the same factors set out in this Policy for assessing any group claim.

13.7 If a student's complaint is dealt with through this group process rather than the student complaints procedure and a student is dissatisfied with the outcome, the student will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the Office of the Independent Adjudicator (see Complaints at paragraph 15 below).

13.8 If students use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

14.0 Payment of the Refund and/or Compensation

14.1 If a refund and/or compensation payment is approved in accordance with paragraph 13.4 above, the payment will be returned to the original payer using the same method of payment as the original remittance whether credit/debit card or BACS payment. This is to ensure that FutureLearn complies with anti-money laundering requirements. Where payment of Programme fees was split between more than one payer, any refund due will be made in proportion to the original split.

14.2 Once a refund and/or compensation has been approved by FutureLearn, please allow 14 working days for the payment to be generated. All refunds will be calculated in UK GBP. FutureLearn will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.

14.3 Cash receipts are not accepted, and therefore cash refunds cannot be made.

14.4 Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided or not incurred in situations where FutureLearn was unable to provide continuation of study.

15.0 Complaints

15.1 If a student is dissatisfied with the application of this Policy, the student may make a complaint which will be dealt with under FutureLearn's Student Complaints Policy which sets out the stages to follow to resolve concerns as promptly, fairly, and amicably as possible.

15.2 If a student remains dissatisfied with the outcome of a claim for a refund or compensation under this Policy having exhausted FutureLearn's Student Complaints Policy, they may be able to apply for a review of the claim by the Office of the Independent Adjudicator. This is an independent review scheme external to, and independent of, FutureLearn's Student Complaints Policy.

16.0 Changes to this Policy

16.1 This Policy will be reviewed and updated on an annual basis by FutureLearn.