

The complaint

Mr and Mrs N's complaint is, in essence, that Shawbrook Bank Limited (the 'Lender') acted unfairly and unreasonably under the Consumer Credit Act 1974 (as amended) (the 'CCA').

Background to the complaint

Mr and Mrs N purchased membership of a timeshare (the 'Fractional Club') from a timeshare provider (the 'Supplier') on 17 March 2014 (the 'Time of Sale'). They entered into an agreement with the Supplier to buy 1,620 fractional points at a cost of £22,424 (the 'Purchase Agreement'). But after trading in their existing timeshare, they ended up paying £7,344 for membership of the Fractional Club.

Mr and Mrs N first became involved with the Supplier in 2010 when they purchased a trial timeshare membership. According to the Supplier, they purchased a fractional timeshare membership in 2012 and then upgraded to another fractional membership later that same year, giving them 1,160 fractional points. These purchases fall outside the scope of this complaint as they were funded by other means.

Fractional Club membership was asset backed – which meant it gave Mr and Mrs N more than just holiday rights. It also included a share in the net sale proceeds of a property named on their Purchase Agreement (the 'Allocated Property') after their membership term ends.

Mr and Mrs N paid for their Fractional Club membership by taking finance of £7,344 from the Lender (the 'Credit Agreement').

Mr and Mrs N – using a professional representative (the 'PR') – wrote to the Lender on 25 March 2019 (the 'Letter of Complaint') to complain about the events that happened at the Time of Sale. The PR says:

"Our clients were members of [the Supplier's] Points system. At first our clients were happy with [the Supplier] but with the ever increasing maintenance fees and increasing lack of availability when and where they wanted to holiday, The main problem was that the points were until 2069, and as their family did not want them (together with the maintenance fees) they tried to sell their Points. Unfortunately, this was impossible and so they approached [the Supplier] when on holiday in Tenerife in 20124 (sic). They were told by a [Supplier] representative that the only way to get out of Points was to buy into [the Supplier's] Fractional Timeshare.

This gave them an option to sell the fractional in 19 years and get a return on their money. They were so desperate to find a solution and also, the fact that [the Supplier] told them that if, for whatever reason they passed away at least then their children would get a return on the 19th year and, therefore, it acted as a pension fund for them or an inheritance for their children. They agreed to go ahead and bought two weeks at a nett cost of £7344..00 which also gave them 1620 Fractional Points. They used your loan for this purpose.

Our clients have since discovered that firstly, it is illegal to buy Timeshare under the new Timeshare Act of 2012 as an investment and, looking at the paperwork, it states in the

contract that they will only sell Fractions if the client buys into a Freehold Property with [the Supplier.]

[The Supplier] deny selling this Fractional as an investment ... and say the clients only bought for their holidays.

So why would a client spend £7344 on two weeks holiday (extra for children) at the same place every year when they could go anywhere in the world for that amount of money. They are very angry and believe they have been totally mis-sold.

Also, in trying to use their holidays, they are finding it extremely difficult to book holidays now as there is hardly any availability due to [the Supplier] being advertised on the internet e.g [third-party website] at a much reduced rate than [the Supplier] members are paying in maintenance fees. They also feel that this situation will only worsen, in view of the very extensive television advertising from [the Supplier]. They wish to claim full refund and we enclose all documentation and Letter of Authority”.

The Lender dealt with Mr and Mrs N’s concerns as a complaint and issued its final response letter on 9 May 2019, rejecting it on every ground.

Mr and Mrs N then referred the complaint to the Financial Ombudsman Service. It was assessed by an Investigator who, having considered the information on file, rejected the complaint on its merits.

The PR disagreed with the Investigator’s assessment and asked for an Ombudsman’s decision – which is why it was passed to me.

On 12 June 2025, I issued a provisional decision rejecting Mr and Mrs N’s complaint, first setting out the legal and regulatory context and good industry practice:

The legal and regulatory context

In considering what is fair and reasonable in all the circumstances of the complaint, I am required under DISP 3.6.4R to take into account: relevant (i) law and regulations; (ii) regulators’ rules, guidance and standards; and (iii) codes of practice; and (where appropriate), what I consider to have been good industry practice at the relevant time.

I will refer to and set out several regulatory requirements, legal concepts and guidance in this decision, but I am satisfied that of particular relevance to this complaint is:

- *The CCA (including Section 75, 75A and Sections 140A-140C).*
- *The law on misrepresentation.*
- *The Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (the ‘Timeshare Regulations’).*
- *Case law on Section 140A of the CCA – including, in particular:*
 - *The Supreme Court’s judgment in Plevin v Paragon Personal Finance Ltd [2014] UKSC 61 (‘Plevin’) (which remains the leading case in this area).*
 - *Scotland v British Credit Trust [2014] EWCA Civ 790 (‘Scotland and Reast’)*
 - *Patel v Patel [2009] EWHC 3264 (QB) (‘Patel’).*
 - *The Supreme Court’s judgment in Smith v Royal Bank of Scotland Plc [2023] UKSC 34 (‘Smith’).*
 - *Carney v NM Rothschild & Sons Ltd [2018] EWHC 958 (‘Carney’).*
 - *Kerrigan v Elevate Credit International Ltd [2020] EWHC 2169 (Comm) (‘Kerrigan’).*

- *R (on the application of Shawbrook Bank Ltd) v Financial Ombudsman Service Ltd and R (on the application of Clydesdale Financial Services Ltd (t/a Barclays Partner Finance)) v Financial Ombudsman Service [2023] EWHC 1069 (Admin) ('Shawbrook & BPF v FOS').*

Good industry practice – the RDO Code

The Timeshare Regulations provided a regulatory framework. But as the parties to this complaint already know, I am also required to take into account, when appropriate, what I consider to have been good industry practice at the relevant time – which, in this complaint, includes the Resort Development Organisation's Code of Conduct dated 1 January 2010 (the 'RDO Code').

I then set out my findings as follows:

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

And having done that, I do not currently think this complaint should be upheld.

But before I explain why, I want to make it clear that my role as an Ombudsman is not to address every single point that has been made to date. Instead, it is to decide what is fair and reasonable in the circumstances of this complaint. So, if I have not commented on, or referred to, something that either party has said, that does not mean I have not considered it.

What is more, I have made my decision on the balance of probabilities – which means I have based it on what I think is more likely than not to have happened given the available evidence and the wider circumstances.

I would also like to set out my thoughts on the information provided to me by the PR during the course of this complaint.

Direct testimony from the consumer, in full and in their own words, is important in a case like this. It allows the decision-maker to assess credibility and consistency, to know precisely what was supposedly said, and to understand the context in which it was supposedly said. Here, that simply isn't possible. It's also important that the decision-maker can see that the Letter of Complaint genuinely reflects the consumer's testimony. Again, that simply isn't possible in this case.

In its response to the Investigator, the PR says that "notes are taken from our interview with [Mr N] at his home address". However, a letter of complaint (or claim) is not evidence – especially when, as here, it contains bare allegations or a mere summary of the consumer's allegations. And, as I will go on to explain, the Letter of Complaint in this case contains some information that does not align with what I have seen elsewhere in the accompanying paperwork.

With all this considered, I'm unable to place much, if any, evidentiary weight on the Letter of Complaint or the PR's response to the Investigator's assessment. So, I have relied on the paperwork that's been provided, and the particular circumstances of the case.

Section 75 of the CCA: the Supplier's misrepresentations at the Time of Sale

The CCA introduced a regime of connected lender liability under Section 75 that affords consumers (“debtors”) a right of recourse against lenders that provide the finance for the acquisition of goods or services from third-party merchants (“suppliers”) in the event that there is an actionable misrepresentation and/or breach of contract by the supplier.

In short, a claim against the Lender under Section 75 essentially mirrors the claim Mr and Mrs N could make against the Supplier.

Certain conditions must be met if the protection afforded to consumers is engaged, including, for instance, the cash price of the purchase and the nature of the arrangements between the parties involved in the transaction. The Lender does not dispute that the relevant conditions are met in this complaint. And as I’m satisfied that Section 75 applies, if I find that the Supplier is liable for having misrepresented something to Mr and Mrs N at the Time of Sale, the Lender is also liable.

This part of the complaint was made by the PR exactly as I set out at the start of this decision. While I recognise that Mr and Mrs N have concerns about the way in which the Timeshare membership was sold to them, they haven’t persuaded me that there was an actionable misrepresentation by the Supplier at the Time of Sale for any of the reasons they allege. I will explain my reasons for making this finding.

As I’ve said, the Letter of Complaint provided does not offer any evidence of what happened at the Time of Sale. It provides no colour or context to support the alleged misrepresentations, and indeed the evidence provided by the Supplier directly contradicts what is set out in the Letter of Complaint.

For example, the PR hasn’t provided me with any evidence to support the allegation that Mr and Mrs N had difficulty using their membership to book holidays. I appreciate they may not have always been able to secure their first choice of dates or locations, but I’m not persuaded the Supplier would have told them they were guaranteed availability at any time or any location.

Regarding the PR’s point that third parties were able to book accommodation at the Supplier’s resorts too, I’m not currently persuaded that the Supplier sold the membership to Mr and Mrs N in such a way that meant that only members could access the resorts.

I’ve not been given any evidence to support the allegation that the Supplier charged Mr and Mrs N extra to bring their children with them on holiday. I’ve not been given any information about when this happened, what they were charged, or anything else.

Likewise, I’ve not been given any evidence to support the allegation that Mr and Mrs N could only stay at one place. But knowing what I do about how the membership worked, I find this very unlikely.

What’s more, as there’s nothing else on file that persuades me there were any false statements of existing fact made to Mr and Mrs N by the Supplier at the Time of Sale, I do not think there was an actionable misrepresentation by the Supplier for the reasons they allege.

For these reasons, therefore, I do not think the Lender is liable to pay Mr and Mrs N any compensation for the alleged misrepresentations of the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably when it dealt with the Section 75 claim in question.

Section 75 of the CCA: the Supplier’s breach of contract

I've already summarised how Section 75 of the CCA works and why it gives Mr and Mrs N a right of recourse against the Lender. So, it isn't necessary to repeat that here other than to say that, if I find that the Supplier is liable for having breached the Purchase Agreement, the Lender is also liable.

The PR says in the Letter of Complaint that Mr and Mrs N found it "extremely difficult to book holidays now" using the Fractional Club membership. I have read this as an allegation that the Supplier has breached the contract.

But, given the lack of evidence to support this allegation, I am not persuaded that there has been a breach of contract here which warrants compensation.

I don't find it surprising that Mr and Mrs N found it difficult to book holidays at the time the PR wrote the Letter of Complaint as I've seen evidence showing me that they had surrendered their membership in September 2015, more than three years prior to their allegation.

Overall, therefore, from the evidence I have seen to date, I do not think the Lender is liable to pay Mr and Mrs N any compensation for a breach of contract by the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably when it dealt with the Section 75 claim in question.

Section 140A of the CCA: did the Lender participate in an unfair credit relationship?

I have already explained why I am not persuaded that Mr and Mrs N had a successful claim under Section 75 of the CCA. But, the PR also says the Fractional Club membership was sold to Mr and Mrs N as an investment when it was not supposed to be as it says:

"Our clients have since found out that firstly it is illegal to buy timeshare under the new timeshare act 2012 as an investment and looking at the paperwork It states in the contract that they will only sell fractions if the client buys into a Freehold Property with [the Supplier]."

The PR has suggested in its response to our Investigator that the contract is not a "timeshare contract" as its terms instead fell within the definition of a "Collective Investment Scheme". But the Lender does not dispute, and I am satisfied, that Mr and Mrs N's Fractional Club membership met the definition of a "timeshare contract" and was a "regulated contract" for the purposes of the Timeshare Regulations. I say this because they acquired holiday rights when purchasing the membership. And as such, the Fractional Club membership was exempt from giving rise to a Collective Investment Scheme (see paragraphs 39-54 in Shawbrook & BPF v FOS).

Regulation 14(3) of the Timeshare Regulations prohibited the Supplier from marketing or selling membership of the Fractional Club as an investment. This is what the provision said at the Time of Sale:

"A trader must not market or sell a proposed timeshare contract or long-term holiday product contract as an investment if the proposed contract would be a regulated contract."

But the PR says that the Supplier did exactly that at the Time of Sale. So, for completeness, that is what I have considered here.

However, as a possible breach of Regulation 14(3) does not fall neatly into a claim under Sections 75 or 75A of the CCA, I must turn to another provision of the CCA if I am to consider this aspect of the complaint and arrive at a fair and reasonable outcome. And that provision is Section 140A.

Under Section 140A of the CCA, a debtor-creditor relationship can be found to have been or be unfair to the debtor because of one or more of the following: the terms of the credit agreement itself; how the creditor exercised or enforced its rights under the agreement; and any other thing done (or not done) by, or on behalf of, the creditor (either before or after the making of the agreement or any related agreement) (s.140A(1) CCA). Such a finding may also be based on the terms of any related agreement (which here, includes the Purchase Agreement) and, when combined with Section 56 of the CCA, on anything done or not done by the supplier on the creditor's behalf before the making of the credit agreement or any related agreement.

Section 56 plays an important role in the CCA because it defines the terms "antecedent negotiations" and "negotiator". As a result, it provides a foundation for a number of provisions that follow it. But it also creates a statutory agency in particular circumstances. And while Section 56(1) sets out three of them, the most relevant to this complaint are negotiations conducted by the supplier in relation to a transaction financed or proposed to be financed by a debtor-creditor-supplier agreement.

A debtor-creditor-supplier agreement is defined by Section 12(b) of the CCA as "a restricted-use credit agreement which falls within section 11(1)(b) and is made by the creditor under pre-existing arrangements, or in contemplation of future arrangements, between himself and the supplier [...]". And Section 11(1)(b) of the CCA says that a restricted-use credit agreement is a regulated credit agreement used to "finance a transaction between the debtor and a person (the 'supplier') other than the creditor [...]" and "restricted-use credit" shall be construed accordingly."

The Lender doesn't dispute that there was a pre-existing arrangement between it and the Supplier. So, the negotiations conducted by the Supplier during the sale of Mr and Mrs N's membership of the Fractional Club were conducted in relation to a transaction financed or proposed to be financed by a debtor-creditor-supplier agreement as defined by Section 12(b). That made them antecedent negotiations under Section 56(1)(c) – which, in turn, meant that they were conducted by the Supplier as an agent for the Lender as per Section 56(2). And such antecedent negotiations were "any other thing done (or not done) by, or on behalf of, the creditor" under s.140(1)(c) CCA.

Antecedent negotiations under Section 56 cover both the acts and omissions of the Supplier, as Lord Sumption made clear in Plevin, at paragraph 31:

"[Section] 56 provides that [when] antecedent negotiations for a debtor-creditor-supplier agreement are conducted by a credit-broker or the supplier, the negotiations are "deemed to be conducted by the negotiator in the capacity of agent of the creditor as well as in his actual capacity". The result is that the debtor's statutory rights of withdrawal from prospective agreements, cancellation and rescission may arise on account of the conduct of the negotiator whether or not he was the creditor's agent.' [...] Sections 56 and 140A(3) provide for a deemed agency, even in a case where there is no actual one. [...] These provisions are there because without them the creditor's responsibility would be engaged only by its own acts or omissions or those of its agents."

And this was recognised by Mrs Justice Collins Rice in Shawbrook & BPF v FOS at paragraph 135:

"By virtue of the deemed agency provision of s.56, therefore, acts or omissions 'by or on behalf of' the bank within s.140A(1)(c) may include acts or omissions of the timeshare company in 'antecedent negotiations' with the consumer".

In the case of Scotland & Reast, the Court of Appeal said, at paragraph 56, that the effect of Section 56(2) of the CCA meant that “negotiations are deemed to have been conducted by the negotiator as agent for the creditor, and that is so irrespective of what the position would have been at common law” before going on to say the following in paragraph 74:

“[...] there is nothing in the wording of s.56(2) to suggest any legislative intent to limit its application so as to exclude s.140A. Moreover, the words in s.140A(1)(c) “any other thing done (or not done) by, or on behalf of, the creditor” are entirely apposite to include antecedent negotiations falling within the scope of s.56(1)(c) and which are deemed by s.56(2) to have been conducted by the supplier as agent of the creditor. Indeed the purpose of s.56(2) is to render the creditor responsible for such statements made by the negotiator and so it seems to me wholly consistent with the scheme of the Act that, where appropriate, they should be taken into account in assessing whether the relationship between the creditor and the debtor is unfair.”¹

So, the Supplier is deemed to be the Lender’s statutory agent for the purpose of the pre-contractual negotiations.

However, an assessment of unfairness under Section 140A isn’t limited to what happened immediately before or at the time a credit agreement and related agreement were entered into. The High Court held in Patel (which was recently approved by the Supreme Court in the case of Smith), that determining whether or not the relationship complained of was unfair had to be made “having regard to the entirety of the relationship and all potentially relevant matters up to the time of making the determination” – which was the date of the trial in the case of an existing credit relationship or otherwise the date the credit relationship ended.

The breadth of the unfair relationship test under Section 140A, therefore, is stark. But it isn’t a right afforded to a debtor simply because of a breach of a legal or equitable duty. As the Supreme Court said in Plevin (at paragraph 17):

“Section 140A [...] does not impose any obligation and is not concerned with the question whether the creditor or anyone else is in breach of a duty. It is concerned with [...] whether the creditor’s relationship with the debtor was unfair.”

Instead, it was said by the Supreme Court in Plevin that the protection afforded to debtors by Section 140A is the consequence of all of the relevant facts.

I have considered the entirety of the credit relationship between Mr and Mrs N and the Lender along with all of the circumstances of the complaint and I do not think the credit relationship between them was likely to have been rendered unfair for the purposes of Section 140A. When coming to that conclusion, and in carrying out my analysis, I have looked at all the evidence provided by both parties on what was likely to have been said and/or done at the Time of Sale.

I have then considered the impact of these on the fairness of the credit relationship between Mr and Mrs N and the Lender.

As I have already said, although the PR has not correctly identified the Timeshare Regulations, or what these say, in effect it says that the Supplier breached Regulation 14(3) of the Timeshare Regulations. The term “investment” is not defined in the Timeshare Regulations. In Shawbrook & BPF v FOS, the parties agreed that, by reference to the decided authorities, “an investment is a transaction in which money or other property is laid out in the expectation or hope of financial gain or profit” at [56]. I will use the same definition.

¹ The Court of Appeal’s decision in *Scotland* was recently followed in *Smith*.

Mr and Mrs N's share in the Allocated Property clearly, in my view, constituted an investment as it offered them the prospect of a financial return – whether or not, like all investments, that was more than what they first put into it. But the fact that Fractional Club membership included an investment element did not, itself, transgress the prohibition in Regulation 14(3). That provision prohibits the marketing and selling of a timeshare contract as an investment. It doesn't prohibit the mere existence of an investment element in a timeshare contract or prohibit the marketing and selling of such a timeshare contract per se.

In other words, the Timeshare Regulations did not ban products such as the Fractional Club. They just regulated how such products were marketed and sold.

To conclude, therefore, that Fractional Club membership was marketed or sold to Mr and Mrs N as an investment in breach of Regulation 14(3), I have to be persuaded that it was more likely than not that the Supplier marketed and/or sold membership to them as an investment, i.e. told them or led them to believe that Fractional Club membership offered them the prospect of a financial gain (i.e., a profit) given the facts and circumstances of this complaint.

From the information presented to me, I can see the Supplier did make efforts to avoid specifically describing membership of the Fractional Club as an 'investment' or quantifying to prospective purchasers, such as Mr and Mrs N, the financial value of their share in the net sales proceeds of the Allocated Property along with the investment considerations, risks and rewards attached to them. For example, the Member's Declaration document says:

"We understand that the purchase of our Fraction is for the primary purpose of holidays and is not specifically for direct purposes of a trade in and that [the Supplier] makes no representation as to the future price or value of the Fraction."

With that said, I accept that it's possible that Fractional Club membership was marketed and sold to Mr and Mrs N as an investment in breach of Regulation 14(3) given the difficulty the Supplier was likely to have had in presenting a share in the net sales proceeds of the Allocated Property as an important feature of Fractional Club membership without breaching the relevant prohibition.

However, I don't think it's necessary to make a finding on this point because, as I'll go on to explain, I'm not currently persuaded that would make a difference to Mr and Mrs N's complaint anyway.

Was the credit relationship between the Lender and Mr and Mrs N rendered unfair?

As the Supreme Court's judgment in Plevin makes clear, it does not automatically follow that regulatory breaches create unfairness for the purposes of Section 140A. Such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way.

I am also mindful of what HHJ Waksman QC (as he then was) and HHJ Worster had to say in Carney and Kerrigan (respectively) on causation.

In Carney, HHJ Waksman QC said the following in paragraph 51:

"[...] In cases of wrong advice and misrepresentation, it would be odd if any relief could be considered if they did not have at least some material impact on the debtor when deciding whether or not to enter the agreement. [...] in a case like the one before me, if in fact the

debtors would have entered into the agreement in any event, this must surely count against a finding of unfair relationship under s140A. [...]"

And in Kerrigan, HHJ Worster said this in paragraphs 213 and 214:

"[...] The terms of section 140A(1) CCA do not impose a requirement of "causation" in the sense that the debtor must show that a breach caused a loss for an award of substantial damages to be made. The focus is on the unfairness of the relationship, and the court's approach to the granting of relief is informed by that, rather than by a demonstration that a particular act caused a particular loss. Section 140A(1) provides only that the court may make an order if it determines that the relationship is unfair to the debtor. [...]"

"[...] There is a link between (i) the failings of the creditor which lead to the unfairness in the relationship, (ii) the unfairness itself, and (iii) the relief. It is not to be analysed in the sort of linear terms which arise when considering causation proper. The court is to have regard to all the relevant circumstances when determining whether the relationship is unfair, and the same sort of approach applies when considering what relief is required to remedy that unfairness. [...]"

So, it seems to me that, if I am to conclude that a breach of Regulation 14(3) led to a credit relationship between Mr and Mrs N and the Lender that was unfair to them and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) which, having taken place during its antecedent negotiations with them, is covered by Section 56 of the CCA, falls within the notion of "any other thing done (or not done) by, or on behalf of, the creditor" for the purposes of 140(1)(c) of the CCA and deemed to be something done by the Lender) led them to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

On my reading of the evidence provided, I'm not persuaded that was what is more likely than not to have happened at the Time of Sale. I'll explain why.

The Investigator asked the PR for a copy of any written testimony from Mr and Mrs N, to better understand what they think went wrong at the Time of Sale. The PR explained to the Investigator that it visited Mr and Mrs N at their home and fill in a questionnaire. It says: "the letter we send to the bank is the witness statement in reality as all the information is in there". But, as I have pointed out above, the Letter of Complaint is written in the PR's words, not in Mr and Mrs N's words, so it is not a direct witness statement.

As I've said before, there is simply no evidence about what happened at the Time of Sale which supports this allegation. There is little evidence which makes me think Mr and Mrs N were motivated to purchase their Fractional Club membership at the Time of Sale due to the potential profit it could bring. I just don't think, on the balance of probabilities, that this was likely. Given that they were at the Supplier's resort on a holiday, I think they were interested in taking holidays, and specifically the type of holidays the Supplier could give them with the additional 460 points they gained through the Purchase Agreement.

On balance, therefore, even if the Supplier had marketed or sold the Fractional Club membership as an investment in breach of Regulation 14(3) of the Timeshare Regulations, I am not persuaded that Mr and Mrs N's decision to purchase Fractional Club membership at the Time of Sale was motivated by the prospect of a financial gain (i.e., a profit). On the contrary, I think the evidence suggests they would have pressed ahead with the purchase whether or not there had been a breach of Regulation 14(3). And for that reason, I do not think the credit relationship between Mr and Mrs N and the Lender was unfair to them even if the Supplier had breached Regulation 14(3).

Both parties confirmed receipt of the provisional decision and have not provided me with any further information or submissions to consider. The PR, on behalf of Mr and Mrs N, requested more time to respond. I agreed to provide an extension to the deadline for the PR to respond, but this has also passed, and I've not received anything further.

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.

As I've not received anything new to consider from either party, I don't see any reason to depart from the findings and conclusion I reached in my provisional decision.

Conclusion

I don't think the Lender acted unreasonably when it dealt with Mr and Mrs N's claims under Section 75 of the CCA and I'm not persuaded that it was party to an unfair relationship with them under Section 140A of the CCA.

My final decision

For the reasons I've given above, I do not uphold Mr and Mrs N's complaint against Shawbrook Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mrs N to accept or reject my decision before 5 August 2025.

Andrew Anderson
Ombudsman