

## The complaint

Mr and Mrs S complain that Shawbrook Bank Limited (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with them under section 140A of the Consumer Credit Act 1974 (as amended) (the 'CCA') and (2) deciding against paying a claim under section 75 of the CCA.

## What happened

On 25 August 2015 (the 'time of sale') Mr and Mrs S purchased membership of a timeshare (the 'Fractional Club') from a timeshare provider (the 'Supplier'). They entered into a purchase agreement with the Supplier to buy 1,200 fractional points at a cost of £16,585.

Fractional Club membership was asset backed – which meant it gave Mr and Mrs S more than just holiday rights. They'd also get a share in the net sale proceeds of a property named on the purchase agreement (the 'allocated property') after their membership term ended.

Mr and Mrs S paid for their Fractional Club membership by taking finance of £16,585 through a credit agreement with the Lender.

Using a professional representative (the 'PR') Mr and Mrs S wrote to the Lender on 4 July 2022 to raise a number of different concerns. Because those concerns haven't changed since they were first raised, and because both sides are familiar with them, I won't repeat them in detail here beyond the summary above.

In its final response letter to the complaint, which it issued on 20 February 2024, the Lender rejected Mr and Mrs S's complaint on all grounds.

Mr and Mrs S asked the Financial Ombudsman Service to look into things. Their complaint form said they were filing a s75 claim and they'd provided evidence of '*various examples of misrepresentation*'.

An investigator considered all the information on file and rejected the complaint on its merits.

Mr and Mrs S disagreed with the investigator's assessment. In summary the PR said the following on their behalf:

- Mr and Mrs S had now provided a witness statement in which they said the Supplier marketed and sold the membership to them as an investment.
- The Supplier's training manual from the time of sale showed the investment element played an important role in the Supplier's method for convincing Mr and Mrs S to buy.
- It was a commonly-known fact that the Supplier's sales presentations lasted for hours and attendees were subjected to high-pressure selling.
- The Supplier misled Mr and Mrs S by saying the allocated property would be sold after 19 years, when the sales documentation gave a sale date that was only 16 years away, and the contract also provided that the sale could be postponed indefinitely.

The PR also now provided a witness statement which Mr and Mrs S had emailed to the PR on 11 June 2024. In summary they said the sales presentation lasted many hours and caused them discomfort and confusion, and they felt pressured. And the supplier had used various tools to show *'how much cheaper it would be to become a member ... than to pay for holidays'*. They described various points that were discussed with the supplier.

Because no agreement could be reached, the complaint was passed to me to review it afresh and make a decision.

I issued a provisional decision in which I said my provisional view was that Mr and Mrs S's complaint was not upheld. I set out my reasons as follows:

*Section 75 of the CCA: were there misrepresentations by the Supplier at the time of sale?*

*The CCA introduced a regime of connected lender liability under section 75 which gives 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 there's an actionable misrepresentation and/or breach of contract by the supplier.*

*For that consumer protection to be engaged, certain conditions must be met in relation to things such as, for instance, the cash price of the purchase and the nature of arrangements between the parties involved in the transaction. In this case the Lender doesn't dispute the relevant conditions are met. But for reasons I'll come to I needn't make any formal findings about those conditions here.*

*Mr and Mrs S's letter of complaint said that at the time of sale the Supplier misrepresented Fractional Club membership by doing the following:*

- 1. Telling Mr and Mrs S they'd purchased an investment that would 'considerably appreciate in value'*
- 2. Promising Mr and Mrs S a considerable return on the investment by saying they'd own a share in a property that would considerably increase in value*
- 3. Telling Mr and Mrs S they could sell their Fractional Club membership to the Supplier or easily to third parties at a profit*
- 4. Making Mr and Mrs S believe they'd have access to 'the holiday apartment' at any time all year round*

*Points 1 and 2 don't strike me as misrepresentations even if they were representations made by the supplier (which I make no formal finding on). That prospective members were investing their money by buying a fraction or share of a property wasn't untrue. And even if the Supplier's sales representatives went further and suggested the share in question would increase in value, perhaps considerably so, that sounds like nothing more than an honestly held opinion. There's no accompanying evidence to persuade me the sales representative(s) said something that, while an opinion, amounted to a statement of fact that they didn't hold or couldn't have reasonably held.*

*As for points 3 and 4, it's possible Fractional Club membership was misrepresented at the time of sale for one or both of those reasons. But I don't think it's probable. The letter of complaint and witness statement from Mr and Mrs S give little to none of the colour and context necessary to demonstrate that the Supplier made false statements of existing fact and/or opinion. That's particularly so about the allegation that Mr and Mrs S were told they'd be able to sell their membership. In relation to access to holiday facilities, Mr and Mrs S's witness statement indicates they were aware at the time of sale that they weren't guaranteed access to an apartment at any time all year round. And there's no other evidence on file that supports the suggestion that Fractional Club membership was misrepresented for these reasons. So I don't think it was.*

*In response to the investigator's view the PR also said the Supplier misrepresented the date on which the allocated property would be sold because the Fractional Rights Certificate gave a specific sale date which was about 16 years after the time of sale, whereas various other documents said the property would be sold after 19 years. I don't agree there was a discrepancy here. The wording the PR cited in support of this point was from the Information Statement. It said Mr and Mrs S had to grant rights over the allocated property to the Supplier 'for a period of 19 years, or until the sale date'. This allowed for the sale date to be a date that wasn't necessarily 19 years from the time of sale. And it allowed for either timescale to apply. It doesn't indicate to me any discrepancy or misrepresentation.*

*Even if the Supplier's presentation of these timescales for the sale of the allocated property amounted to a misrepresentation, it's unlikely that a difference of three years or so would've altered Mr and Mrs S's purchasing decision – given the long duration of the timescales mentioned and the absence of any comment on this in the witness statement of Mr and Mrs S. In short, I don't think the points made by PR in relation to the sale date help to establish that the credit relationship between Mr and Mrs S and the Lender is an unfair relationship for the purposes of Section 140A of the CCA. Nor do I conclude a misrepresentation occurred in relation to the sale date which could give rise to liability for the Lender under s75 of the CCA.*

*Finally, I don't see that Mr and Mrs S alleged they were told anything specifically about the Supplier's ability to stop or delay the sale of the allocated property, so I can't see this was misrepresented to them either. The contract documents included that if the property wasn't sold after 18 months, a meeting would be called whereby 'all Owners shall decide whether or not to continue using the Property and under what terms'. Rule 9.1 said any decision to postpone the sale had to be unanimous. And the Supplier (or another company named in the club rules) could postpone a sale for up to two years. But I don't see that this meant Mr and Mrs S were misled about the sale, based on their own recollections.*

*So, overall, while I know Mr and Mrs S and the PR have concerns about the way Fractional Club membership was sold by the Supplier, when looking at the claim under section 75 of the CCA, I can only consider whether there was a factual and material misrepresentation by the Supplier. For the reasons I've given above, I'm not persuaded there was. And that means I don't think the Lender acted unreasonably or unfairly when it dealt with this particular section 75 claim.*

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

*I've already explained why I'm not persuaded the Supplier actionably misrepresented Fractional Club membership at the time of sale. But there are other aspects of the sales process which, being the subject of dissatisfaction, I must explore with section*

140A in mind.

*Having considered the entirety of the credit relationship between Mr and Mrs S and the Lender, along with all the circumstances of the complaint, I don't think the credit relationship between them was likely to have been rendered unfair for the purposes of Section 140A. In coming to that conclusion, and in carrying out my analysis, I've looked at the following:*

- 1. The standard of the Supplier's commercial conduct – which includes its sales and marketing practices at the time of sale along with any relevant training material*
- 2. The provision of information by the Supplier at the time of sale, including the contractual documentation and disclaimers made by the Supplier*
- 3. Evidence provided by both parties of what was likely to have been said and/or done at the time of sale*
- 4. The inherent probabilities of the sale given its circumstances*
- 5. When relevant, any existing unfairness from a related credit agreement.*

*I've then considered the impact of these on the fairness of the credit relationship between Mr and Mrs S and the Lender.*

#### *The Supplier's sales & marketing practices at the time of sale*

*Mr and Mrs S's complaint about the Lender being party to an unfair credit relationship was made for several reasons.*

*The PR says, for instance, that the Lender didn't do the right checks before lending to Mr and Mrs S. I haven't seen anything to persuade me this was the case in the circumstances of this complaint. But even if I found the Lender failed to do everything it should've done when it agreed to lend – and I make no such finding – to uphold the complaint on that basis I'd have to be satisfied the amount of the loan to Mr and Mrs S was actually unaffordable and that Mr and Ms S lost out as a result, and then I'd have to consider whether the credit relationship with the Lender was unfair to them for this reason. From the information provided, I'm not satisfied the lending was unaffordable for Mr and Mrs S.*

*Connected to this is the suggestion by the PR that the credit agreement was arranged by an unauthorised credit broker and so the Lender wasn't permitted to enforce it. But it looks to me like Mr and Mrs S knew, amongst other things, how much they were borrowing and repaying each month, who they were borrowing from and that they were borrowing money to pay for Fractional Club membership. And as the lending doesn't look like it was unaffordable for them, even if the credit agreement was arranged by a broker who lacked the necessary permission (which I make no formal finding about), I can't see why that led to a financial loss for Mr and Mrs S such that I can say the credit relationship in question was unfair to them as a result. So I'm not persuaded it'd be fair or reasonable to tell the Lender to compensate them, even if the loan wasn't arranged properly.*

*The PR also says there were one or more unfair contract terms in the purchase agreement. But as I can't see that any such terms were operated unfairly against Mr and Mrs S in practice, nor that any such terms led them to behave in a certain way to their detriment. I'm not persuaded any of the terms governing Fractional Club membership are likely to have led to an unfairness that warrants a remedy.*

*Mr and Mrs S might well have felt weary after a sales process that went on for a long time. But they say little about what was said and/or done by the Supplier during their*

*sales presentation that made them feel as if they had no choice but to purchase Fractional Club membership when they simply did not want to. Also, they were given a 14-day cooling off period. And they haven't explained why they didn't cancel the membership during that time. They mentioned being given a free tablet that they'd have had to return if they'd cancelled the purchase agreement. And they mentioned wanting to think about their decision overnight but being told the opportunity wouldn't be available the next day. I can see how these things gave Mr and Mrs S an incentive to make a decision that day and not to cancel afterwards. But it remains the case they could've refused the offer, or they could, for instance, have changed their mind the following day and cancelled – returning the tablet before travelling home. With all of that being the case, there's insufficient evidence to demonstrate Mr and Mrs S made the decision to purchase Fractional Club membership because their ability to exercise that choice was significantly impaired by pressure from the Supplier.*

*So overall I don't think Mr and Mrs S's credit relationship with the Lender was rendered unfair to them under Section 140A for any of the reasons above.*

#### *The Supplier's alleged breach of Regulation 14(3) of the Timeshare Regulations*

*The PR says Mr and Mrs S's credit relationship with the Lender was unfair to them because Fractional Club membership was marketed and sold to them as an investment in breach of the prohibition against selling timeshares in that way.*

*The Lender doesn't dispute – and I'm satisfied – that Mr and Mrs S's Fractional Club membership met the definition of a 'timeshare contract' and was a 'regulated contract' for the purposes of the Timeshare Regulations.*

*Regulation 14(3) of the Timeshare Regulations prohibited the Supplier from marketing or selling Fractional Club membership 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 the Supplier did exactly that at the time of sale – saying, in summary, that the Supplier told Mr and Mrs S Fractional Club membership was the type of investment that would only increase in value.*

*The term 'investment' isn't defined in the Timeshare Regulations. But for the purposes of this decision, and 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.*

*A share in the allocated property clearly constituted an investment because it offered Mr and Mrs S the prospect of a financial return – whether or not, as with all investments, the return was more than they first put in. But the inclusion of an investment element in Fractional Club membership didn't itself transgress the prohibition in Regulation 14(3). The prohibition is against the marketing and selling of a timeshare contract as an investment. Regulation 14(3) doesn't prohibit the mere existence of an investment element in a timeshare contract, or the marketing and selling per se of a timeshare contract that includes an investment element.*

*In other words, the Timeshare Regulations didn't ban products such as the Fractional*

*Club. They just regulated the way such products were marketed and sold.*

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

*There's competing evidence in this complaint as to whether Fractional Club membership was marketed and/or sold by the Supplier at the time of sale as an investment in breach of regulation 14(3) of the Timeshare Regulations.*

*On the one hand, it's clear the Supplier made efforts to avoid specifically describing membership of the Fractional Club as an 'investment' or quantifying to prospective purchasers, such as Mr and Mrs S 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.*

*On the other hand, the Supplier's sales process left open the possibility that the sales representative may have positioned Fractional Club membership as an investment. So it's equally possible that Fractional Club membership was marketed and sold to Mr and Mrs S as an investment in breach of Regulation 14(3).*

*But whether or not the Supplier breached the relevant prohibition is not ultimately determinative of the outcome in this complaint for reasons I will come to shortly. So I don't need to make a formal finding on that particular issue for the purposes of this decision.*

*Was the credit relationship between the Lender and the Consumer rendered unfair?*

*Having found it was possible the Supplier breached Regulation 14(3) of the Timeshare Regulations at the time of sale, I need to consider what impact that breach – if it occurred – had on the fairness of the credit relationship between Mr and Mrs S and the Lender under the credit agreement and related purchase agreement. That's because case law makes clear that regulatory breaches don't automatically 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.*

*If I'm to conclude that a breach of Regulation 14(3) led to a credit relationship with the Lender that was unfair to Mr and Mrs S and so warrants relief, I need to consider whether the breach led Mr and Mrs S to enter into the purchase agreement and the credit agreement.*

*Having read the evidence, I'm not persuaded the prospect of a financial gain from Fractional Club membership was an important and motivating factor when Mr and Mrs S decided to go ahead with their purchase.*

*The submissions from the PR at the time of the complaint and the referral to the Financial Ombudsman Service gave no personalised information about Mr and Mrs S's reasons for buying the membership or the importance, if any, of its performance as an investment for them. Mr and Mrs S didn't provide any personal testimony at all until after the Financial Ombudsman Service investigated and provided a view on the complaint which said the complaint ought not to be upheld, including because the marketing of the product as an investment hadn't been shown to have been a deciding factor for them. That was nearly 10 years after the time of sale.*

*When they then provided a witness statement, Mr and Mrs S referred only summarily to having wanted the membership to act as an investment for them, and they referred also to telling the Supplier that membership would only work for them if they could make bookings during school holidays. They indicated that the focus of the Supplier's presentation aimed to persuade them that membership was better value than paying for holidays. And although they said they took into account that they could recoup their money and there was 'nothing to lose', they gave no detail to show they thought – or why they thought – they might be able to expect a financial gain from the membership. Taking all the circumstances of this complaint into consideration, the witness statement isn't enough to persuade me on this point. I don't mean to say Mr and Mrs S weren't interested in a share of the allocated property. But because they don't persuade me their purchase was motivated by that and by the possibility of a profit arising from that, I don't think a breach of Regulation 14(3) by the Supplier – if one occurred – was likely to have been material to the decision Mr and Mrs S ultimately made.*

*So on balance, 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'm not persuaded Mr and Mrs S'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). And for that reason I don't think the credit relationship between them and the Lender was made unfair to them by a breach of Regulation 14(3) even if the Supplier did commit such a breach.*

I provisionally concluded that, given the facts and circumstances of this complaint, I didn't think the Lender had acted unfairly or unreasonably when it dealt with Mr and Mrs S's section 75 claim and I wasn't persuaded that under the credit agreement the Lender was party to a credit relationship with them that was unfair to them for the purposes of section 140A of the CCA. And having taken everything into account I provisionally saw no other reason why it would be fair or reasonable to direct the Lender to compensate Mr and Mrs S.

The Lender accepted my provisional findings. The PR disagreed with my PD and provided some further comments and evidence to be considered.

I also issued the following further provisional findings:

*In response to my provisional decision, the professional representative (PR) raised a new point of complaint in relation to any commission paid not having been disclosed at the time of sale. In contrast to the facts in the Supreme Court case of Mr Johnson, the Lender in this case has provided evidence that there was no payment of commission to the Supplier for arranging Mr and Mrs S's credit agreement. I can't see, therefore, that any of the arguments made around a failure to disclose that fact could possibly succeed, particularly as it can't be shown that Mr and Mrs S would've made a different decision about whether to take out the loan had they known there was no commission.*

*I will also address the PR's point regarding the ambiguity in the proposed sale date of the allocated property. The PR has highlighted what it considers conflicting information in the purchase documents about the sale date of the allocated property. The purchase documents include wording that refers to an automatic sale date in 19 years' time or later. However, they also say that the trustee will start the sales process on the allocated property on 31 December 2032, being about 17 years after the time of sale. The PR suggests that the term of the membership was unclear, and a delayed sale date could lead to an unfairness to Mr and Mrs S in the future because it could delay the realisation of their share in the allocated property. Having considered this I provisionally find that it seems clear that the commencement date for the start of the sales process is 31 December 2032. This specific date was repeated in the sales documentation. And it's possible that this apparent discrepancy simply allows for a period of time between the commencement of the sales process and its completion, rather than serving to introduce any ambiguity. But even if that were not the case, as the PR has pointed out, the usual remedy for ambiguity in terms in a consumer contract would be for that ambiguity to be interpreted in the consumer's favour. It does not mean the entire contract would be deemed unenforceable, or that the credit relationship between Mr and Mrs S and the Lender is unfair as a result. And given that neither date has yet been reached, it isn't by any measure clear what date the Supplier would seek to rely upon. With this in mind, I don't intend to make any award or direction in relation to this matter.*

The lender accepted my further provisional findings. The PR didn't comment on them.

Having received the relevant responses from both parties, I'm now finalising my decision.

### **The legal and regulatory context**

In considering what's fair and reasonable in all the circumstances of the complaint, I'm 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.

The legal and regulatory context that I think is relevant to this complaint is no different to that shared in several hundred published ombudsman decisions on complaints very similar to this one – which can be found on the Financial Ombudsman Service's website. And I set it out in some detail in my PD. So it's not necessary for me to set out that context here.

### **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.

Following the responses from both parties, I've considered the case afresh and, having done so, I've reached the same decision as that which I outlined in my provisional findings, for broadly the same reasons.

My role as an ombudsman isn't to address every single point which has been made to date, but to decide what's fair and reasonable in the circumstances of this complaint. If I haven't commented on, or referred to, something that either party has said, this doesn't mean I haven't considered it. Rather, I've focused here on addressing what I consider the key issues in deciding this complaint and explaining the reasons for reaching my final decision.

The PR's comments in response to the PD mostly related to the issue of whether the credit

relationship between Mr and Mrs S and the Lender was unfair. In particular, the PR commented on whether the membership was sold to Mr and Mrs S as an investment at the time of sale.

As I outlined in my PD, the PR originally raised various other points of complaint, all of which I addressed at that time. But the PR didn't comment further on those other points in response to the PD. Indeed, the PR hasn't expressed disagreement with any of my provisional conclusions in relation to those other points. The PR also hasn't expressed disagreement with the further provisional findings that I issued. Since neither party has provided me with anything more in relation to any of these points, I see no reason to change my conclusions in relation to them as set out in the PD and in my further provisional findings. So I'll focus here on the points that the PR raised in response to the PD which haven't yet addressed.

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

##### The Supplier's alleged breach of Regulation 14(3) of the Timeshare Regulations

In response to the PD the PR said Mr and Mrs S hadn't seen the Investigator's view on this complaint. It said that – in order not to influence their recollections – the PR had decided not to share the view with them. The PR also said that if Mr and Mrs S read something about the judgment handed down in *Shawbrook and BPF v FOS*<sup>1</sup> they wouldn't understand it because they didn't have a 'legal background'. The PR said this meant Mr and Mrs S's recollections hadn't been influenced by either the investigator's view or the judgment.

Part of my assessment of Mr and Mrs S's testimony was to consider *when* it was written, and whether it might have been affected by external factors such as the widespread publication of the outcome of *Shawbrook and BPF v FOS*. Here, the PR responded to our investigator's view to say Mr and Mrs S wanted an ombudsman to consider their complaint. I find it unlikely that they took that position without knowing what the investigator had concluded. And I maintain that there's a risk that Mr and Mrs S's testimony was coloured by the investigator's view and/or the outcome in *Shawbrook & BPF v FOS*. I also maintain that the passage of time will have affected their recollections despite the PR disagreeing with that.

But, even if I were to accept that Mr and Mrs S's testimony was unaffected by the judgement and the investigator's view and the passage of time, I wouldn't find the statement persuasive in support of their complaint.

Separately from the way in which the evidence was provided, Mr and Mrs S's statement itself didn't convincingly say their purchase was motivated by the view that they could make money from the purchase. So I wasn't persuaded the evidence suggested they purchased Fractional Club membership in whole or in part down to any breach of Regulation 14(3).

The PR disagreed with my reasoning on that point. The PR said Mr and Mrs S's witness statement provided enough personalised detail to show they were motivated by the prospect of financial gain from the timeshare membership. I acknowledge the witness statement mentioned having been told the membership gave them an interest in a property that could be sold at a profit. But it lacked any detail about that or any personalised information about Mr and Mrs S's thoughts about the membership's investment potential or, say, their investment objectives at the time. Whereas the witness statement conveyed that Mr and Mrs S had particular holiday needs which they discussed with the Supplier during the

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<sup>1</sup> *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*').

sales process, it didn't provide any details that I think would show that the prospect of an investment return was a material factor for them. So ultimately I remain unpersuaded that any breach of Regulation 14(3) was material to Mr and Mrs S's purchasing decision.

The PR also said that in the judgment handed down in *Shawbrook & BPF v FOS*, it wasn't challenged that the product in question was marketed and sold as an investment. And the PR referred to evidence from the sales process to show that the Supplier marketed and sold the membership as an investment. But, as I explained in my provisional decision, the Timeshare Regulations didn't ban products such as the Fractional Club. They just regulated how such products were marketed and sold. And the judgment referred to didn't make a blanket finding that all such products were mis-sold in the way the PR appears to suggest. Any complaint needs to be considered in the light of its specific circumstances.

So, as I said before, even if the Supplier had marketed or sold the membership as an investment in breach of Regulation 14(3) (which I still make no finding on here), I'm not persuaded Mr and Mrs S's decision to make the purchase was motivated by the prospect of a financial gain. So, I still don't think the credit relationship between them and the Lender was unfair to them for this reason.

### Conclusion

In conclusion, given the facts and circumstances of this complaint, I don't think the Lender acted unfairly or unreasonably when it dealt with Mr and Mrs S's Section 75 claim, and I'm not persuaded the Lender was party to a credit relationship with them under the credit agreement that was unfair to them for the purposes of section 140A of the CCA. And, having taken everything into account, I see no other reason why it would be fair or reasonable to direct the Lender to compensate Mr and Mrs S.

### **My final decision**

For the reasons I've set out about my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 16 March 2026.

Lucinda Puls  
**Ombudsman**