

The complaint

Mr and Mrs B's complaint is, in essence, 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

The product at the centre of this complaint is their membership of a timeshare which I will refer to as the Fractional Club membership. This was purchased on 29 July 2018 with both Mr and Mrs B's names on the Credit Agreement. They borrowed £21,721 from the Lender which included a £4,595 trade-in reduction from a type of 'Trial' timeshare membership they already held at that time. This was payable over 60 months at £427.03 per month, meaning the additional amount to be paid for credit over the term was £3,900 (the APR¹ was 6.9%).

The Fractional Club membership was a type of product which meant it provided future holidaying rights at the Supplier's group of resorts, based on a points system. Mr and Mrs B bought 2,040 points on this occasion. However, the Fractional Club membership was also asset backed, which meant it gave Mr and Mrs B more than just holidaying rights. It included a share in the net sale proceeds of an Allocated Property named on the Purchase Agreement after this membership term ended, which in this case was in 2036.

Mr and Mrs B – using a professional representative (the 'PR') – wrote to the Lender on 9 November 2022 (the 'Letter of Complaint') to raise a number of different concerns. As those concerns haven't materially changed since they were first raised, and as both sides are familiar with them, it isn't necessary to repeat them in detail here beyond the summary above.

The Lender rejected the complaint on every ground. The complaint was then referred to the Financial Ombudsman Service. It was assessed by an investigator who, having considered the information on file, rejected the complaint on its merits. Mr and Mrs B disagreed with the investigator's assessment and asked for an ombudsman's decision – which is why it was passed to me.

I issued a provisional decision (PD) about this case on 21 October 2025 in which I comprehensively set out my reasoning for not upholding the complaint. The PD invited the parties to respond with any further information or evidence they wanted to submit. Further to this, I issued a second communication (a 'side letter') to the parties on 17 December 2025 specifically about commission. In this I said I wasn't persuaded that the commission arrangements between the Supplier and the Lender were likely to have led to a sufficiently extreme inequality of knowledge that rendered the credit relationship unfair to Mr and Mrs B.

I've had a response from Mr and Mrs B's PR which basically disagrees with my PD. I have read everything said on their behalf carefully and I will be addressing many of the points in

¹ APR, or Annual Percentage Rate, is the yearly cost of a loan or credit, expressed as a percentage. It includes the interest rate plus any other mandatory fees, giving a more complete picture of the total cost of borrowing than the interest rate alone.

this final decision. But as I said before, 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. I have already set out in the PD the legal and regulatory context in which I'm making my decision about this case. For further information, I have also considered the following:

The Consumer Credit Sourcebook ('CONC') – Found in the Financial Conduct Authority's (the 'FCA') Handbook of Rules and Guidance

Below are the most relevant provisions and/or guidance as they were at the relevant time:

- CONC 3.7.3 [R]
- CONC 4.5.3 [R]
- CONC 4.5.2 [G]

The FCA's Principles

The rules on consumer credit sit alongside the wider obligations of firms, such as the Principles for Businesses ('PRIN'). Set out below are those that are most relevant to this complaint:

- Principle 6
- Principle 7
- Principle 8

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.

Having done this, I am not upholding this complaint. This is my final decision.

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. This affords consumers ("debtors") a right of recourse against lenders which provided 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.

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 doesn't dispute that the relevant conditions are met. But for reasons I'll come on to below, it isn't necessary to make any formal findings on them here.

It was said in the Letter of Complaint that Fractional Club membership had been misrepresented by the Supplier at the Time of Sale because Mr and Mrs B were:

1. Told that they had purchased an investment that would appreciate in value when that was not true.
2. Told that they would own a share in a property that would increase in value during the membership term when that was not true.
3. Told they could sell the timeshare back to the resort or easily sell it at a profit when that wasn't true.

4. Given assurances at the time of the sale that they would have access to certain holidays when that was not true.

However, neither points 1 nor 2 strike me as misrepresentations even if such representations had been made by the Supplier (which I make no formal finding on). Telling prospective members that they were investing their money because they were buying a fraction or share of one of the Supplier's properties was not untrue. Even if the Supplier's sales representatives went further and suggested that the share in question would increase in value, perhaps considerably so, that sounds like nothing more than a honestly held opinion as there isn't enough evidence to persuade me that the relevant sales representative(s) said something that, while an opinion, amounted to a statement of fact that they did not hold or could not have reasonably have held.

As for points 3 and 4, while it's possible that Fractional Club membership was misrepresented at the Time of Sale for these reasons, I don't think it's probable. The allegations, as put by the PR, are given none of the colour or context necessary to demonstrating that the Supplier made false statements of existing fact. Mr and Mrs B themselves don't repeat these misrepresentations, and the contemporary documentation I've seen from the sale doesn't support that such misrepresentations would have been made. Since there's no other specific examples or supporting evidence on file to back up the suggestion that the membership was misrepresented in these ways, I don't think it was.

So, while I recognise that Mr and Mrs B and the PR have concerns about the way in which 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 set out above, I'm not persuaded that there was. So, this means that I don't think that 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 that Fractional Club membership was actionably misrepresented by the Supplier at the Time of Sale. But there are other aspects of the sales process that, being the subject of dissatisfaction, I must explore with Section 140A in mind if I'm to consider this complaint in full – which is what I've done next.

Having considered the entirety of the credit relationship between Mr and Mrs B and the Lender along with all of 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. When coming to that conclusion, and in carrying out my analysis, I have looked at:

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 on 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; and when relevant, any existing unfairness from a related credit agreement.
5. Any existing unfairness from a related credit agreement.

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

The Supplier's sales & marketing practices at the Time of Sale

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

The PR says, for instance, that the right checks weren't carried out before the Lender lent to Mr and Mrs B. I haven't seen anything to persuade me this was the case in this complaint given its circumstances. But even if I were to find that the Lender failed to do everything it should have when it agreed to lend (and I make no such finding), I would have to be satisfied that the money lent to Mr and Mrs B was actually unaffordable before also concluding that they lost out as a result and then consider whether the credit relationship with the Lender was unfair for this reason. However, from the information provided, I am not satisfied that the lending was unaffordable for Mr and Mrs B.

Connected to this is the suggestion by the PR that the Credit Agreement was arranged by an unauthorised credit broker, the upshot of which is to suggest that the Lender wasn't permitted to enforce the Credit Agreement. However, it looks to me like Mr and Mrs B 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. As the lending doesn't look like it was unaffordable for them, even if the Credit Agreement was arranged by a broker that didn't have the necessary permission to do so, I can't see why that led to them suffering a financial loss – such that I can say that the credit relationship in question was unfair as a result.

It was also said in the PR's Letter of Complaint that Mr and Mrs B were made "*to believe that they would have access to the holiday's [sic] apartment at all times around the year*". But I've noted that Mr and Mrs B make no comments at all about this in their own client personal statement, which was later added to their complaint. So, it's not clear to me where this allegation about problems with booking / accommodation comes from. It's also not entirely clear whether the PR is saying they thought they would be able to stay at the Allocated Property whenever they wanted, or they thought the availability of general accommodation using their holiday points more broadly, was guaranteed.

However, I think it's reasonable for me to say that like any holiday accommodation, availability was not unlimited given the higher demand at peak times, like school holidays, for instance. Some of the sales paperwork Mr and Mrs B were given stated that the availability of holidays was subject to demand. I also find it unlikely that the Supplier would have made promises of the type suggested in the Letter of Complaint, and whilst I accept it's obviously possible that Mr and Mrs B may not have been able to take certain holidays at certain times, I have not seen enough to persuade me that this rendered the credit relationship with the Lender unfair.

Overall, therefore, I don't think that Mr and Mrs B's credit relationship with the Lender was rendered unfair to them under Section 140A for any of the reasons above. But there is another reason, perhaps the main reason, why the PR says the credit relationship with the Lender was unfair to them. And that's the suggestion that Fractional Club membership was marketed and sold to them as an investment in breach of the prohibition against selling timeshares in that way.

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

The Lender does not dispute, and I am satisfied, that Mr and Mrs B'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 that the Supplier did exactly that at the Time of Sale – saying, in summary, that Mr and Mrs B were told by the Supplier that Fractional Club membership was the type of investment that would only increase in value. Allegations of this nature are contained within the PR's Letter of Complaint.

The term "investment" is not 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 as it offered Mr and Mrs B the prospect of a financial return – whether or not, like all investments, that was more than what they first put into it. But it is important to note at this stage that 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 membership was marketed or sold to Mr and Mrs B 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 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.

I have now seen a great many similar cases to this and am familiar with the documentation and processes typically used at around the relevant time. There is 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 is clear that 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 B, the financial value of the 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, I acknowledge that the Supplier's sales process left open the possibility that the sales representative may have positioned Fractional Club membership as an investment. So, I accept that it's equally possible that Fractional Club membership was marketed and sold to Mr and Mrs B as an investment in breach of Regulation 14(3).

However, whether or not there was a breach of the relevant prohibition by the Supplier is not ultimately determinative of the outcome in this complaint for reasons I will come on to shortly. With that being the case, it's not necessary 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 said that it was possible that the Supplier breached Regulation 14(3) of the Timeshare Regulations at the Time of Sale, I now need to consider what impact that breach could have had on the fairness of the credit relationship between Mr and Mrs B and the Lender under the Credit Agreement and related Purchase Agreement as the case law on Section 140A makes it clear that regulatory breaches do not automatically create unfairness for the purposes of that provision. Such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way.

Indeed, 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 B and the Lender that was unfair and warranted relief as a result, then whether the Supplier's breach of Regulation 14(3) led them to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

To help me decide this point, I've considered the allegations as put forward by the PR. I have also reverted back to Mr and Mrs B's client personal statement and thought carefully about its provenance and what it says. It's also fair and reasonable that I consider all the wider circumstances in which this sale took place.

In so far as any evidence of their being investment related marketing carried out by the Supplier during the sale is concerned, the PR says, "*my client was told that they had purchased an investment and that this would considerably appreciate in value*". The PR also says Mr and Mrs B were told, they would get a "*considerable return on [the] investment*".

Mr and Mrs B's statement is brief and, in my view, differs in material ways from the PR's allegations. Certain specific allegations about sales pressure, holiday booking trouble, and certain other areas set out by the PR are not mentioned at all by Mr and Mrs B. I also think that Mr and Mrs B's recollections about their purchasing rationale is less specific too. In my view, the PR's claims about investment-related marketing go some way beyond what Mr and Mrs B themselves actually say. Accordingly, I do not have confidence in the PR's argument alleging that the marketing of the timeshare as an investment, which they understood they would almost certainly gain from, was what motivated them to buy it.

What Mr and Mrs B say in their statement is that they "*understood that we were purchasing a fractional share of the property which would be available to us at the end of the term*". But this really only describes the nature of the timeshare product they'd bought. In fact, when compared with what Mr and Mrs B say, I think the Letter of Complaint from the PR overstates the extent to which they were allegedly persuaded by any investment-related pitch during the sale, if there was one.

I acknowledge that Mr and Mrs B say, "*we understood that the property was more than likely to increase in value and at the end of the 15-year contract we would have part ownership and could sell our share*". However, they don't really explain in straightforward or practical terms how they came to this view or highlight specific comments or actions by the Supplier which caused them to think this. And as I say, much of their relatively short statement does only provide a wider overview of how the membership generally worked. I've also explained above, that while the Fractional Club membership itself did include an investment *element*, this did not necessarily breach the prohibition found in Regulation 14(3) which was about marketing the timeshare as such.

However, for reasons which I will now go on to explain, I am also unable to place sufficient weight on Mr and Mrs B's witness statement to determine that investment-related marketing was a motivation for them buying this membership. I say this because Mr and Mrs B's client personal statement was not submitted together with the original complaint when it was raised by their PR in November 2022. In fact, it was written in June 2024, quite considerably *after* the initial PR's letter, and also *after* the Lender had issued its final response letter. This means that it was made almost six years after the July 2018 sale and so the risk of recollection inaccuracy is something I need to consider. In my view, this much delayed and later submission means there is a considerable danger of parts of their complaint testimony being unreliable and inaccurate due to the passage of time. I think the various and material differences between the two accounts, as explained above, help point to this probability.

More so, I am also concerned that the risk of inaccuracy is further increased here by the *timing* of their statement: we can be sure it was written *after* the influential court judgment on *Shawbrook & BPF v FOS*². This case put several important legal and factual findings into the public domain that have since had a significant influence on how complaints about timeshares—especially fractional ownership models—are being brought. It allows for the significant public (and 'industry') attention to issues specifically surrounding the alleged marketing and sale of timeshares as investments, which Regulation 14(3) prohibited, to be focussed on certain areas .

I therefore think there's a high risk here that Mr and Mrs B's allegation in their statement, limited as it is, about 'understanding' they were buying and investment, was influenced by this subsequent court case. This is demonstrated by the differences between the PR's wide suite of allegations, made in late 2022, and the much narrower set of allegations within Mr and Mrs B's client personal statement in June 2024. In the latter, it seems to me the emphasis is notably changed and placed much more towards the investment arena (and which had publicly featured in the above Judicial Review case).

In this context, it's fair and reasonable that I should treat Mr and Mrs B's client personal statement of 2024 with a substantial amount of caution. I recognise that accurate recollections after some six years would have been very difficult for them, and so it follows that Mr and Mrs B's statement is not something I have confidence in here; the risk of them being influenced towards certain areas and points of complaint is too high.

Conversely, Mr and Mrs B haven't said much about the circumstances that brought them to attending this sales event. However, we know that what they were purchasing here was something which was, at its heart, a holiday product. Given they were already 'Trial' membership holders with the same Supplier, I think it's likely that they were substantially encouraged and motivated by the upgraded holidaying offer provided by the new Fractional Club membership, rather than a search for a long-term investment profit realisable in 2036.

I'm further helped towards forming a view on their purchasing motivations with the knowledge of the various incentives that were made available to Mr and Mrs B 'on the day'. In making the purchase, for example, what I've seen shows they were likely incentivised with offers of additional holiday bonus points, initial management fees coverage, free gifts, and the ability to trade-in their existing membership under terms they likely found financially agreeable in the circumstances. I therefore think it was these areas where their purchasing motivations lay.

² *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)

None of this means that they weren't interested in a share in the Allocated Property. After all, that wouldn't be surprising given the nature of the product at the centre of this complaint. But having thought carefully about all the circumstances and evidence, I don't think a breach of Regulation 14(3) by the Supplier was likely to have been material to the decision Mr and Mrs B ultimately made. In my view, the evidence is more persuasive that Mr and Mrs B would have still gone ahead with this purchase for the reasons I've given above, whether or not it had been presented to them as an investment opportunity in breach of Regulation 14(3) of the Timeshare Regulations.

On this basis, I therefore don't think the credit relationship between Mr and Mrs B and Shawbrook Bank Limited was unfair.

The provision of information by the Supplier at the Time of Sale

Mr and Mrs B say they were not given sufficient information at the Time of Sale by the Supplier about some of the ongoing costs of Fractional Club membership. The PR also says that the contractual terms governing the ongoing costs of membership and the consequences of not meeting those costs were unfair contract terms.

As I've already indicated, the case law on Section 140A makes it clear that it does not automatically follow that regulatory breaches create unfairness for the purposes of the unfair relationship provisions. The extent to which such mistakes render a credit relationship unfair must also be determined according to their impact on the complainant.

I acknowledge that it is also possible that the Supplier did not give Mr and Mrs B sufficient information, in good time, on the various charges they could have been subject to as Fractional Club members in order to satisfy the requirements of Regulation 12 of the Timeshare Regulations (which was concerned with the provision of 'key information'). But even if that was the case, I cannot see that the ongoing costs of membership were applied unfairly in practice.

As for the PR's argument that there were one or more unfair contract terms in the Purchase Agreement, I can't see that any such terms were operated unfairly against Mr and Mrs B in practice, nor that any such terms led them to behave in a certain way to their detriment. So, with that being the case, I'm not persuaded that any of the terms governing Fractional Club membership are likely to have led to an unfairness that warrants a remedy.

Responses to my PD

I received a response to my PD but nothing regarding the later commission-related 'side letter'.

The PR has highlighted under Section 140B (9) of the CCA, the burden of proof falls on the Lender to disprove the allegation that its relationship with Mr and Mrs B was unfair. I agree that this is correct, placing a burden on lenders during the process of litigation. That does not mean, though, that the Lender – or I – should take a claim at face value. There remains an onus on Mr and Mrs B to provide some evidence for the claim they are making, despite the overall burden of proof resting with the Lender, as was set out in the judgment in *Smith and another v Royal Bank of Scotland plc* [2023] UKSC 34 at paragraph 40. I also remind both parties that it is my role to make findings on what I consider to be fair and reasonable in all the circumstances of any given complaint.

I am also satisfied that, where appropriate, I have applied the law and the various rules correctly. I previously told both parties in my PD about the overall legal and regulatory context that I think is relevant to this complaint. The PR objects to the approach I've taken in

assessing this aspect of the complaint, believing that I have detracted from the judgment in *Shawbrook & BPF v FOS*³ and the case law that contributed to it, by requiring Mr and Mrs B to have been primarily or mainly motivated by the investment element in order to uphold the complaint. But I did not make such a finding. I basically said that, in my view, Mr and Mrs B were probably motivated by the holiday options offered by the Supplier – and this was a factor in my overall conclusion. In light of all the available evidence I said that they would, on balance, have pressed ahead with the purchase of the membership even if there had been a breach of Regulation 14(3). So, for the reasons I have already set out, I still do not think that any breach of Regulation 14(3), if indeed there was one, was material to Mr and Mrs B's decision to purchase the Fractional Club membership.

Commission

As both sides already know, the Supreme Court handed down an important judgment on 1 August 2025 in a series of cases concerned with the issue of commission: *Johnson v FirstRand Bank Ltd*, *Wrench v FirstRand Bank Ltd* and *Hopcraft v Close Brothers Ltd* [2025] UKSC 33 ('*Hopcraft, Johnson and Wrench*').

The Supreme Court ruled that, in each of the three cases, the commission payments made to car dealers by lenders were legal, as claims for the tort of bribery, or the dishonest assistance of a breach of fiduciary duty, had to be predicated on the car dealer owing a fiduciary duty to the consumer, which the car dealers did not owe. A "disinterested duty", as described in *Wood v Commercial First Business Ltd & ors and Business Mortgage Finance 4 plc v Pengelly* [2021] EWCA Civ 471, is not enough.

However, the Supreme Court held that the credit relationship between the lender and Mr Johnson was unfair under Section 140A of the CCA because of the commission paid by the lender to the car dealer. The main reasons for coming to that conclusion included, amongst other things, the following factors:

- The size of the commission (as a percentage of the total credit charge). In Mr Johnson's case it was 55%. This was "so high" and "a powerful indication that the relationship...was unfair" (see paragraph 327);
- The failure to disclose the commission; and
- The concealment of the commercial tie between the car dealer and the lender.

The Supreme Court also confirmed that the following factors, in what was a non-exhaustive list, will normally be relevant when assessing whether a credit relationship was/is unfair under Section 140A of the CCA:

- The size of the commission as a proportion of the charge for credit;
- The way in which commission is calculated (a discretionary commission arrangement, for example, may lead to higher interest rates);
- The characteristics of the consumer;

The extent of any disclosure and the manner of that disclosure (which, insofar as Section 56 of the CCA is engaged, includes any disclosure by a supplier when acting as a broker); and Compliance with the regulatory rules.

³ *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*').

From my reading of the Supreme Court's judgment in *Hopcraft, Johnson and Wrench*, it sets out principles which apply to credit brokers other than car dealer-credit brokers. So, when considering allegations of undisclosed payments of commission like the one in this complaint, *Hopcraft, Johnson and Wrench* is relevant law that I'm required to consider under Rule 3.6.4 of the Financial Conduct Authority's Dispute Resolution Rules ('DISP').

But I don't think *Hopcraft, Johnson and Wrench* assists Mr and Mrs B in arguing that a credit relationship with the Lender was unfair to them for reasons relating to commission given the facts and circumstances of this complaint.

In stark contrast to the facts of Mr Johnson's case, as I understand it, no payment between the Lender and the Supplier, such as a commission, was payable when the Credit Agreement was arranged at the Time of Sale in Mr and Mrs B's situation. With that being the case, even if there were information failings at that time and regulatory failings as a result (which I make no formal finding on), I'm not persuaded that the commercial arrangements between the Supplier and the Lender were likely to have led to a sufficiently extreme inequality of knowledge that rendered the credit relationship unfair.

Overall, therefore, I'm not persuaded that a commission arrangement between the Supplier and the Lender rendered the credit relationship unfair.

Conclusion

I am very sorry to have to disappoint Mr and Mrs B. But as I have comprehensively explained, I do not think that the Lender acted unfairly or unreasonably when it dealt with the relevant Section 75 claim. Also, I am not persuaded that the Lender was party to a relationship with them under the Credit Agreement that was unfair for the purposes of Section 140A of the CCA – nor do I see any other reason why it would be fair or reasonable to direct the Lender to compensate them.

My final decision

I do not uphold this complaint against Shawbrook Bank Limited.

I do not require Shawbrook Bank Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 11 February 2026.

Michael Campbell
Ombudsman