

## **The complaint**

Mrs J complains about a claim made to Tesco Personal Finance Limited trading as Tesco Bank in respect of a timeshare relinquishment service.

Mrs J is represented by a claims management company in this complaint. For ease, I will refer to all submissions made on her behalf as having been made by Mrs J.

## **What happened**

In November 2019, Mrs J contracted with a company, who I'll call C, to extract her from her timeshare. She paid £9,400 to C for this service. The contract stipulates that C would use trusted third-party legal partners to perform the services, and if the extraction had not taken place within 12 months of full payment having been made, or within 12 months of the end date of the last holiday taken, C would provide a full refund. Mrs J paid £6,052.59 of the money owed using her Tesco Bank credit card, and further funds were transferred to C from a current account.

In 2021 Mrs J raised a claim to Tesco Bank under Section 75 of the Consumer Credit Act 1974 (Section 75 CCA). She said there had been a breach of contract as the timeshare had not been relinquished. She also said the timeshare relinquishment product and its benefits had been misrepresented to her, and she had been pressured in to accepting the services.

Tesco Bank asked for further information and as this was not received in entirety, the claim was declined. Mrs J brought her complaint to our service and our investigator said there was insufficient evidence to demonstrate a breach of contract or misrepresentation, so the complaint was not upheld.

Mrs J disputed the outcome and provided a letter from another relinquishment company confirming the timeshare had been relinquished by it in 2021 as evidence that C had not provided the services under its contract with Mrs J. Our investigator reviewed the information and asked for any evidence the timeshare had been in place between the time the 12 months following the contract with C elapsed, and the time the second relinquishment company confirmed its actions. No evidence was provided so the investigators stance did not change.

Mrs J has asked for an ombudsman to review the complaint. So, the complaint has been passed to me to decide.

## **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.

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Section 75 CCA allows – in certain circumstances - for a creditor (Tesco Bank) to be jointly

and severally liable for any claim by the debtor (Mrs J) of breach of contract or misrepresentation made by a supplier of goods and/or services (C).

The contract is clear in that the timeshare relinquishment services would be provided within 12 months of the contract having been paid in full or the end date of the last holiday. The contract further stipulates that if C fails to provide these services, a refund would be provided.

Tesco Bank, when reviewing this claim, asked for evidence that the timeshare was still in place, such as requests for maintenance fees. This evidence was not provided, and without information to show that the timeshare was still in place and therefore that the contract had been breached, it declined the claim.

The only related evidence which has been provided is a letter from another timeshare relinquishment company dated January 2021 which states:

*"...we had notified your timeshare owner of your intention to relinquish your contract and no longer be bound by its terms.*

*In that notification, we requested your timeshare owner accept our notification, failing which, it would be deemed that they had accepted the same.*

*We have not heard from them in response, and I can now happily confirm that your timeshare contract has been fully relinquished."*

There are a number of reasons why this document is insufficient to determine whether C failed to relinquish the timeshare or not. The most important reason is that the timeshare provider has not engaged with the second relinquishment company as per the wording in the letter, and so the acceptance of the relinquishment has been assumed. This does not adequately prove that the timeshare was not already relinquished by the time the second company got in touch.

Our investigator quite rightly asked for proof that the maintenance fees were charged between the first and second contracting of timeshare relinquishment services. I agree that this would more adequately show that C had failed to conduct the services it contracted to. There has also been ample opportunity to write to the provider to ask about the status of the timeshare and when it was relinquished. Without evidence of this nature, I do not find that there is enough to determine a breach of contract.

I have also considered what Mrs J has said about being pressured to enter the contract, and the misrepresentation of the product and its benefits. Without anything more specific about the pressured sale or any false statements which induced Mrs J to enter the contract, I cannot find that the contract was misrepresented to her. As such, I do not find Tesco Bank has failed to treat Mrs J fairly when considering this claim.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 3 July 2025.

Vanisha Patel  
**Ombudsman**