

The complaint

Mrs T'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 her 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

Mrs T and her husband purchased membership of a timeshare (the 'Fractional Club') from a timeshare provider (the 'Supplier') on 30 May 2019 (the 'Time of Sale'). Whilst both Mrs and Mr T are mentioned on much of the sales documentation, it seems the purchase was financed by a Credit Agreement only in Mrs T's name. For that reason, I'll periodically refer only to Mrs T, however I do understand that both she and her husband were involved.

Prior to purchasing membership of the Fractional Club, I see that Mrs and Mr T had purchased what they refer to as a type of 'Trial' timeshare membership in 2018.

However, the complaint she's made relates to upgrading to the Fractional Club around nine months later. Here, she and Mr T traded-in the Trial membership and entered into an agreement with the Supplier to buy Fractional Club membership at a total cost of £18,184 (the 'Purchase Agreement'). £3,288 of this was used to settle an outstanding loan with another lender in relation to the existing Trial membership.

The new Fractional Club membership was asset backed, which meant it provided more than just holiday rights. It also included a share in the net sale proceeds of a property named on the Purchase Agreement (the 'Allocated Property') after the membership term ends.

Mrs T – using a professional representative (the 'PR') – wrote to the Lender on 25 March 2024 (the 'Letter of Complaint') to raise a number of different concerns.

I issued a provisional decision (PD) about this case on 7 October 2025 in which I comprehensively set out my reasoning for not upholding the complaint. The PD should be read in conjunction with this final decision. However, 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 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 Mrs T. In fact, there was no commission paid in relation to this case.

I've had a response from Mrs T's PR which basically disagrees with my PD. I have read everything said on her behalf. 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 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.

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 them here.

It was said in the Letter of Complaint¹ that Fractional Club membership had been misrepresented by the Supplier at the Time of Sale because Mrs and Mr T:

- Were told they had purchased an investment that would appreciate in value when that was not true.
- Would have a share of a property and its value would increase during the term of the agreement when that was not true.
- Were made to believe that they would have access to 'the holiday apartment' at any time all year round when that was not true.
- Were not given accurate information about the ongoing and maintenance fees.

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

¹ Page 6 Letter of Complaint 25 March 2024.

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 held.

As for point 3, 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*. For example, in the Letter of Complaint this allegation is given little to none of the supporting evidence or context necessary, in demonstrating that the Supplier made a false statement of existing fact and/or opinion. And because there isn't any other evidence on file, for instance in Mrs and Mr T's own client personal statement (which provides their personal recollection of events) to support the suggestion that there was a misrepresentation for this reason, I don't think there was.

As regards point 4, as this allegation also relates to broader arguments about the provision of information by the Supplier at the Time of Sale, I will deal with this allegation further down in this decision under that section. But suffice to say, I think this particular allegation – and the way it has been set out on the Letter of Complaint – once again lacks the necessary detail and context to show that the Supplier made false statements of existing fact or misleading opinions.

So, while I recognise that Mrs T 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 Mrs T 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.

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

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

Mrs T'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 affordability checks weren't carried out before the Lender lent to Mrs T. I haven't seen anything to persuade me that 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 Mrs T was actually unaffordable before also concluding that she lost out as a result and then consider whether the credit relationship with the Lender was unfair for this reason. But from the information provided, I am not satisfied that the lending was unaffordable for Mrs T.

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 Mrs T knew, amongst other things, how much she was borrowing and repaying each month, who she was borrowing from and that she was borrowing money to pay for Fractional Club membership. Also, as the lending doesn't look like it was unaffordable, even if the Credit Agreement was arranged by a broker that didn't have the necessary permission to do so (which I make no formal finding on), I can't see why that led to Mrs T suffering a financial loss – such that I can say that the credit relationship in question was unfair as a result. With that being the case, I'm not persuaded that it would be fair or reasonable to tell the Lender to compensate her, even if the loan wasn't arranged properly.

I now turn to the allegation of pressure. I have considered with great care everything Mrs and Mr T have to say about what was said / done by the Supplier during their sales presentation that made them feel as if they had no choice but to purchase Fractional Club membership. They say they were told to sign the deal on 'that day' and weren't given time to effectively digest all the documentation.

I accept that during the sale Mrs and Mr T may have felt weary after a sales process that went on for a long time and which they say was pressurised. But I note their own description of the Trial membership sale, only nine months earlier, outlines a very similar sales event in terms of duration and general sales approach, with presentations, price reductions to sign up quickly, and other incentives such as free gifts and enhanced holiday rights. And so, having sat through this and then purchased a timeshare product in September 2018, I think it's likely that Mrs and Mr T would have probably known what to expect when they attended the next event, in May 2019.

But more so, they were also given a 14-day cooling off period and they have not provided a credible explanation for why they did not cancel their membership during that time, if they felt pressured into buying something they didn't want to buy. With all of that being the case, there is insufficient evidence, in my view, to demonstrate that Mrs and Mr T made the decision to purchase Fractional Club membership because their ability to exercise that choice was significantly impaired by pressure from the Supplier.

Overall, therefore, I don't think that Mrs T's credit relationship with the Lender was rendered unfair 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. And that's the suggestion that Fractional Club membership was marketed and sold as an investment in breach of 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 Mrs T'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 Mrs and Mr T were told by the Supplier that Fractional Club membership was the type of investment that would only increase in value.

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 Mrs and Mr T 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 Club membership was marketed or sold in this case 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 Mrs and Mr T or led them to believe that Fractional Club membership offered the prospect of a financial gain (i.e. a profit) given the facts and circumstances of *this* complaint.

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 Mrs and Mr T, 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 them 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. So, 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 found 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 had on the fairness of the credit relationship between Mrs T 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 Mrs T and The Lender that was unfair to her and warranted relief as a result, then whether the Supplier's breach of Regulation 14(3) led her to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

To help me decide this point, I've carefully considered what Mrs and Mr T have said in the course of this complaint about how the membership was sold to them and their motivation for purchasing it. I have also considered what their PR has put forward on their behalf, and everything else I now know about the sale.

In so far as any allegation of investment related marketing or sale carried out by the Supplier during the sale is concerned, the PR says, *"they were told they had purchased an investment which would appreciate in value."* The PR also says they were told, *"their share in "property and its value would increase during the term"*.

However, there was also no further detail underpinning these allegations within the Letter of Complaint. And importantly, I don't think these allegations are reflected or reinforced by Mrs and Mr T's own memories of the sale, as set out in their client personal statement. I think it's reasonable to note, for instance, that Mrs and Mr T themselves haven't actually said those things in the way they have been alleged by the PR, particularly as regards any *increase* and / or promised *appreciation in value*. So, I think it's fair to say that the allegations, as set out in the Letter of Complaint, go some way beyond what Mrs and Mr T themselves actually say.

What Mrs and Mr T's own words say are:

"We insisted that we did not want a timeshare and they responded that it was a share of ownership of a property meaning with their fractional ownership scheme, we own 2 percent of a property and at the end of the 19 years, we can sell our share and get back 2 per cent of the value of the unit that was allocated to us."

With this in mind, I think it's reasonable to say that there are important contextual differences between the Letter of Complaint and Mrs and Mr T's own written evidence which I should highlight here. There is, in my view, a lack of any supporting evidence in the above recollection that Mrs and Mr T were specifically told the purchase was an 'investment' or that they should expect a 'profit'.

I think what Mrs and Mr T say in this respect only reflects and identifies the factual description of the product they had bought i.e. a part-share in an Allocated Property which would eventually be sold. I don't think there's any dispute between the parties on this point, and this is quite different from an implied expectation, or even hope, that this fraction of property would grow to provide them with a financial gain or a profit on their initial purchase. As I've said above - that their purchase *did* actually include an invested element did not, in itself, transgress Regulation 14(3).

I have considered that Mrs and Mr T's client personal statement also says, "*our decision to acquire the ... Fractional share was based on our understanding of it as a share of property ownership. The key factors that influenced our purchase were the investment aspect, the ability to sell the share, and the promise of luxurious holidays at various resorts*".

Again, this description is very limited insofar as references to the sale being marketed specifically as an investment. I also find it difficult to explain why Mrs and Mr T don't clearly say that they'd been told they would make more money than they put in, and this is why they purchased Fractional Club membership, if this is what had happened (and as alleged by their PR).

I think it's also reasonable to point out that Mrs and Mr T's client personal statement is unsigned and undated, although I can see they signed the PR's letter of authority in December 2023, which in turn brought a complaint in March 2024. So, with this in mind, I think I can safely say the statement was made around 5 years after the sale date which in my view adds considerable weight to their being a very real danger of their testimony being somewhat unreliable and inaccurate due to the passage of time. I think, for example, that the more time that passes between a personal statement and the event complained about, the more risk there is of recollections being vague, inaccurate and influenced by discussions with others.

As regards this latter issue, I am mindful that this risk is further increased by the timing of their statement. It was evidently 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 had a significant influence on how future complaints about timeshares—especially fractional ownership models—are both brought and assessed. And the case brought significant public attention to issues specifically surrounding the marketing and / or sale of timeshares as investments, which Regulation 14(3) prohibited, again particularly those structured as fractional ownership products.

More so, I also think it's fair and reasonable to consider the wider circumstances of the sale and also the *entirety* of Mrs and Mr T's client personal statement. This is because, in my view, the other factors they mention do reveal a number of other and more prominent aspects of their likely purchasing rationale. These other areas Mrs and Mr T mention focus on the quality of the holidays such as "*the promise of luxurious holidays at various resorts*", and the allure of a "*a luxury apartment holiday from many choices*", rather than any investment-related marketing.

So, on my reading of *all* the evidence before me, the prospect of a financial gain from Fractional Club membership was not an important and motivating factor when Mrs and Mr T decided to go ahead with this purchase and Mrs T took out the credit to pay for it. That doesn't mean 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 as they themselves do not persuade me that this purchase was motivated by the share in the Allocated Property *and* the possibility of a profit, I don't think a breach of Regulation 14(3) by the Supplier was likely to have been material to the decision they ultimately made.

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 their 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 still pressed ahead with the purchase whether or not

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)

there had been a breach of Regulation 14(3). For that reason, I do not think the credit relationship between Mrs T and the Lender was unfair even if the Supplier had breached Regulation 14(3).

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

Mrs and Mr T say they were not given sufficient information at the Time of Sale by the Supplier about 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 Mrs and Mr T 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. And as neither Mrs T nor the PR has persuaded me that they would not have pressed ahead with the purchase had the finer details of the Fractional Club's ongoing costs been disclosed by the Supplier in compliance with Regulation 12, I cannot see why any failings in that regard are likely to be material to the outcome of this complaint given its facts and circumstances.

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 Mrs T in practice, nor that any such terms led her to behave in a certain way to her and Mr T's detriment. And 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 that under Section 140B (9) of the CCA, the burden of proof falls on the Lender to disprove the allegation that its relationship with Mrs T 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 Mrs T to provide some evidence for the claim she is 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'm 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 now objects to the approach I've taken, believing that I have detracted from the judgment in *Shawbrook & BPF v FOS*³ and

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').

the case law that contributed to it, by requiring Mrs T 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, Mrs T was 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 she and Mr T 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 Mrs and Mr T's decision to purchase this membership. The evidence is persuasive that they would have made the purchase, nonetheless.

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:

1. 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);
2. The failure to disclose the commission; and
3. 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:

1. The size of the commission as a proportion of the charge for credit;
2. The way in which commission is calculated (a discretionary commission arrangement, for example, may lead to higher interest rates);
3. The characteristics of the consumer;
4. 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
5. Compliance with the regulatory rules.

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 Mrs T in arguing that a credit relationship with the Lender was unfair 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 Mrs T'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 to Mrs T.

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 Mrs T. 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 credit relationship that was unfair for the purposes of Section 140A of the CCA.

My final decision

I do not uphold this complaint against Shawbrook Bank Limited.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 17 February 2026.

Michael Campbell
Ombudsman