

## The complaint

Mrs D's complaint is made in relation to a loan she took out in 2016 and is, in essence, that Shawbrook Bank Limited 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 D and her daughter ("Mrs H") were long-standing customers of a timeshare provider I'll call "T". Over time they acquired points in T's 'European Collection', which entitled them to take holidays at various locations or, alternatively, to exchange their points and pay for 'experience' vouchers. Mrs D and Mrs H say they were sometimes unable to use all of their accrued points. In 2012 they sought to sell their membership, but couldn't source a buyer.

In September 2014 Mrs D and Mrs H exchanged the points they held under their European Collection timeshare membership and became members of T's 'fractional ownership club', which operated on a different basis from their existing membership. This arrangement is the subject of a separate complaint to us, which I have considered alongside this case.

As I understand it, between 2014 and 2018 Mrs D and Mrs H used their membership on a handful of occasions to take holidays. They also attended a further marketing meeting, in April 2016, where they made a further purchase of 3,000 (non-fractional) European Collection points. Mrs D funded this purchase with a £2,580 loan from Shawbrook Bank. She says the reason for purchasing the additional points was to regain the 'gold membership' benefits she considered had degraded over the years.

With the assistance of "A", a professional representative, Mrs D wrote to Shawbrook Bank citing concerns over what she and Mrs H were told by T when the 2016 sale took place: The complaint correspondence went into some detail in over the specific assertions made and included a statement from Mrs D ("the "Witness Statement") setting out her recollection of both the 2014 and 2016 sales. I'll summarise her concerns about the 2016 sale as:

- Poor sales practices, omissions, and misrepresentations by T, giving Mrs D a claim against Shawbrook Bank under the connected lender liability provisions in section 75 of the CCA; and
- Shawbrook Bank having responsibility for antecedent negotiations between T and Mrs D under the deemed agent provisions of section 56 of the CCA, making Shawbrook Bank party to an unfair credit relationship under the Credit Agreement and related Purchase Agreement for the purposes of section 140A of the CCA.

Shawbrook Bank rejected all of the complaint points and Mrs D referred matters to us.

Our investigator wasn't persuaded to uphold Mrs D's complaint about the 2016 sale. She thought it unlikely that T had misrepresented its product or pressured Mrs D into making the purchase, or that its sales practices had fallen so short that they prejudiced Mrs D's decision to buy. The investigator didn't think the other circumstances mentioned were likely to lead to the creation of a section 140A unfair credit relationship between Mrs D and Shawbrook

Bank. Nor was the investigator minded to conclude that the loan was unaffordable, or that it should be considered unenforceable for the reasons Mrs D and A had given.

A told us that Mrs D accepted the investigator's conclusions in respect of this complaint. Shawbrook Bank hasn't disputed her findings either, but the case has been passed to me for review and determination presumably as a means of bringing some finality to matters.

### **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 so, I find there's little I can usefully add to what our investigator concluded. My review of the case evidence has led me to reach broadly the same conclusion, and for the same reasons, which neither party has disputed and I adopt as part of my overall decision.

I would simply observe that Mrs D's own stated intention in relation to the purchase was that she did so in order to accrue holiday benefits, and there seems little question over whether that was what the additional points she bought did in fact provide.

Further, by this time, Mrs D was fairly well-versed in the way in which timeshare membership was sold. She had been a member for around 12 years, and attended several presentations during that time.

Although she describes the 2016 meeting with T as "*lengthy*", and that she was "*persuaded*" into the purchase, Mrs D doesn't say much about how T might have put her under pressure or unfairly persuaded her to buy the additional points. It seems to me that if Mrs D had felt pressured, there was little to prevent her from leaving the presentation, or indeed, from exercising her right to cancel the purchase. She did neither of those things.

### **My final decision**

My final decision is that I don't consider Shawbrook Bank Limited dealt with Mrs D unfairly or unreasonably in relation to the 2016 sale, and so I don't uphold this aspect of her complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 16 July 2025.

Niall Taylor  
**Ombudsman**