DRN-5322188

The complaint

Mr M's complaint is, in essence, that Clydesdale Financial Services Limited trading as Barclays Partner Finance (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with him 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

Mr M along with his wife made several purchases of timeshare memberships from a timeshare provider (the 'Supplier'). The loans were taken out by Mr M and so he is the eligible complainant. For simplicity, I will refer to him as the sole purchaser in this decision.

In 2010 he purchased a trial membership at a cost of £3,995. This purchase is not part of Mr M's complaint and is mentioned for information purposes only.

In April 2011 (the 'Time of Sale No. 1') he purchased a points-based membership at a cost of £17,394 (the 'Purchase Agreement No. 1'). In doing so he traded in his trial membership and funded the balance with a loan of £14,708 (the 'Credit Agreement No. 1') from the Lender.

In July 2012 (the 'Time of Sale No. 2') he purchased membership of a timeshare (the 'Fractional Club') from the Supplier. He entered into an agreement with the Supplier to buy 1,932 fractional points at a cost of £15,451 (the 'Purchase Agreement No. 2'). Mr M paid for the Fractional Club membership by taking finance of £15,451 from the Lender (the 'Credit Agreement No. 2').

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

Mr M contacted the Lender on 18 May 2017 in respect of the 2011 and 2012 purchases to complain.

Mr M says that the Supplier made a number of pre-contractual misrepresentations at the Times of Sale – namely that the Supplier:

1. Assured him there would be a high level of availability which was not true.

2. Told him that Fractional Club membership was an "investment" which could be sold when that was not true.

3. Told him he would not have to pay annual maintenance fees if he didn't make use of the timeshare when that was not true.

4. Told him that the sale of the Allocated Property would be fast, easy and profitable when this was not true.

5. The Supplier misrepresented the true nature of the long-term holiday product.

6. He was pressured into purchasing Fractional Club membership by the Supplier.

7. The Supplier failed to deliver on the assurances it gave during the sale.

These amount to complaints under the Consumer Credit Act which is how the Lender and this service has treated them. The Lender dealt with Mr M's concerns as a complaint but rejected his claims. Mr M duly referred the complaint to our Service. It was assessed by an Investigator who, having considered the information on file, rejected the complaint on its merits.

Mr M disagreed with the Investigator's assessment and asked for an Ombudsman's decision – which is why it was passed to me.

The legal and regulatory context

In considering what is fair and reasonable in all the circumstances of the complaint, I am 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.

I will refer to and set out several regulatory requirements, legal concepts and guidance in this decision, but I am satisfied that of particular relevance to this complaint is:

• The CCA (including Section 75 and Sections 140A-140C).

• The law on misrepresentation.

• The Timeshare Regulations.

• The Unfair Terms in Consumer Contracts Regulations 1999 (the 'UTCCR')

• The Consumer Protection from Unfair Trading Regulations 2008 (the 'CPUT').

• Case law on Section 140A of the CCA – including, in particular:

• The Supreme Court's judgment in Plevin v Paragon Personal Finance Ltd [2014] UKSC 61 ('Plevin') (which remains the leading case in this area).

• Scotland v British Credit Trust [2014] EWCA Civ 790 ('Scotland and Reast')

• Patel v Patel [2009] EWHC 3264 (QB) ('Patel').

• The Supreme Court's judgment in Smith v Royal Bank of Scotland Plc [2023] UKSC 34 ('Smith').

• Carney v NM Rothschild & Sons Ltd [2018] EWHC 958 ('Carney').

• Kerrigan v Elevate Credit International Ltd [2020] EWHC 2169 (Comm) ('Kerrigan').

• 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').

Good industry practice – the RDO Code

The Timeshare Regulations provided a regulatory framework. But as the parties to this complaint already know, I am also required to take into account, when appropriate, what I consider to have been good industry practice at the relevant time – which, in this complaint, includes the Resort Development Organisation's Code of Conduct dated 1 January 2010 (the 'RDO Code').

I issued a provisional decision as follows:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

And having done that, I do not currently think this complaint should be upheld. I understand that this will come as a disappointment to Mr M, and I'm sorry about that.

But before I explain why I have come to the provisional decision that I have; I want to make it clear that 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. So, if I have not commented on, or referred to, something that either party has said, that does not mean I have not considered it.

What is more, I have made my decision on the balance of probabilities – which means I have based it on what I think is more likely than not to have happened given the available evidence and the wider circumstances.

I will deal with the claims under section 75 for each purchase separately and the claims under section 140A jointly.

Agreement No 1

Section 75 of the CCA: the Supplier's misrepresentations at the Time of Sale Liability under section 75 isn't based on anything the lender does wrong, but upon the misrepresentations and breaches of contract by the supplier, for which s. 75 imposes on the lender a "like claim" to that which the borrower enjoys against the supplier. If the lender is notified of a valid section 75 claim, it should pay its liability. And if it fails or refuses to do so, that failure or refusal can give rise to a complaint to the Financial Ombudsman Service.

So, when a complaint is referred to the Financial Ombudsman Service on the back of an unsuccessful attempt to advance a section 75 claim, the act or omission that engages the Service's jurisdiction is the creditor's refusal to accept and pay the debtor's claim – rather than anything that occurs before the claim was put to the creditor, such as the supplier's alleged misrepresentation(s) and/or breach(es) of contract.

As a result, the 6 and 3 year time limit (under DISP 2.8.2 (2) R) to complain about an unsuccessful attempt to initiate a section 75 claim doesn't usually start until the respondent firm answers and refuses the claim.

In this case, as Shawbrook refused to accept and pay Mr M's claim in May 2017, his primary time limit (of 6 years) only started at that time. And as this complaint about BPF's handling of that claim was referred to the Financial Ombudsman Service in June 2017, it was made in time for the purpose of the rules on our jurisdiction.

However, I don't think it would be fair or reasonable to uphold this complaint for reasons relating to Mr M's section 75 claim. As a general rule, creditors can reasonably reject s. 75 claims that they are first informed about after the claim has become time-barred under the Limitation Act 1980 ("LA") as it wouldn't be fair to expect creditors to look into such claims so

long after the liability arose and after a limitation defence would be available in court. So, it is relevant to consider whether Mr M's section 75 claim was time-barred under the LA before he put it to the Lender.

A claim under section 75 is a "like" claim against the creditor. It essentially mirrors the claim the consumer could make against the Supplier. A claim for misrepresentation against the Supplier would ordinarily be made under section 2(1) of the Misrepresentation Act 1967. And the limitation period to make such a claim expires six years from the date on which the cause of action accrued (see section 2 of the LA).

In a claim of misrepresentation the period is six years from the date Mr M could first make a claim. Here that that was the date he made the purchase. I say this because Mr M entered into the purchase of the timeshare at that time based on the alleged misrepresentations of the Supplier – which he says he relied on. And as the loan from BPF was used to help finance the purchase, it was when he entered into the Credit Agreement that he suffered a loss.

Mr M first notified the Lender of his section 75 claim in May 2017. And as more than six years had passed between Time of Sale and when he first put his claim to BPF, I don't think it was unfair or unreasonable of BPF to reject Mr M's concerns about the Supplier's alleged misrepresentations.

Agreement No 2

Section 75 of the CCA: the Supplier's misrepresentations at the Time of Sale The claim for this loan was made in time and is not barred by the LA. That means I can consider the merits of the claim.

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 does not dispute that the relevant conditions are met in this complaint. And as I'm satisfied that section 75 applies, if I find that the Supplier is liable for having misrepresented something to Mr M at the Time of Sale, the Lender is also liable.

I think it may be useful to set out what a misrepresentation is. A material and actionable misrepresentation is an untrue statement of existing fact, made by the Supplier, that induces a consumer into entering a contract. So, in Mr M's case, for me to say there had been a pre-contractual misrepresentation by the Supplier, I would have to be satisfied, on the balance of probabilities, that Mr M was told something that was factually untrue, and that this induced him to make his Fractional Club purchase.

This part of the complaint was made for several reasons that I set out at the start of this decision. They include that the Supplier told him there would be a high level of availability, and that the maintenance fees were only payable if the accommodation was used, both of which Mr M say are untrue. But other than these bare allegations Mr M has not said what he was told, by whom and when, to support this. Furthermore, this is not what is set out in the documentation given by the Supplier to Mr M at the time. Given the lack of details, I am not persuaded there was a misrepresentation made here.

Mr M also states that the Fractional Club was sold to him as an investment, when this was not the case. I will address this point further below, but had he been told that his Fractional Club was an investment (and I make no finding on that point here), that would not have been untrue.

Lastly, Mr M states he was told he could sell the fractional ownership, but he later discovered the agreement didn't allow him to do this. But I cannot see how this could be a misrepresentation, given he has not shown that he tried to sell it and that he failed to achieve a sale. I note that it was set out in the Member's Declaration as follows: "We understand that the purchase of our Fraction is for the primary purpose of holidays and is not specifically for direct purposes of a trade in and that CLC makes no representation as to the future price or value of the Fraction."

As there's nothing else on file that persuades me there were any false statements of existing fact made to Mr M by the Supplier at the Time of Sale, I do not think there was an actionable misrepresentation by the Supplier for the reasons he alleges.

For these reasons, therefore, I do not think the Lender is liable to pay Mr M any compensation for the alleged misrepresentations of the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably when it dealt with the section 75 claim in question.

As there's nothing else on file that persuades me there were any false statements of existing fact made to Mr M by the Supplier at the Time of Sale, I do not think there was an actionable misrepresentation by the Supplier for the reasons he alleges.

For these reasons, therefore, I do not think the Lender is liable to pay Mr M any compensation for the alleged misrepresentations of the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably when it dealt with the section 75 claim in question.

Agreements 1 and 2.

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

Mr M had two credit agreements, one in 2011 and a second in 2012. From reading his complaint and subsequent comments I believe his complaint primarily concerns the second purchase which was of a fractional membership and I will concentrate on that. The broad principles are the same for both contracts.

Section 140A and the 2012 Contract

I have already explained why I am not persuaded that the contracts entered into by Mr M were misrepresented by the Supplier in a way that makes for a successful claim under section 75 of the CCA and outcome in this complaint. But Mr M also suggests that the credit relationship between him and the Lender was unfair under section 140A of the CCA, when looking at all the circumstances of the case, including parts of the Supplier's sales process at the Time of Sale for each purchase that he has concerns about. It is those concerns that I explore here.

As section 140A of the CCA is relevant law, I do have to consider it. So, in determining what is fair and reasonable in all the circumstances of the case, I will consider whether the credit relationship between Mr M and the Lender was unfair.

Under section 140A of the CCA, a debtor-creditor relationship, like the one between the Lender and Mr M, can be found to have been or be unfair to the debtor (Mr M) because of one or more of the following: the terms of the credit agreement itself; how the creditor exercised or enforced its rights under the agreement; and any other thing done (or not done) by, or on behalf of, the creditor (either before or after the making of the agreement or any related agreement) (section 140A(1) CCA).

Such a finding of unfairness may also be based on the terms of any related agreement (which here, includes the Purchase Agreement) and, when combined with section 56 of the CCA, on anything done or not done by the supplier on the creditor's behalf before the making of the credit agreement or any related agreement.

The Lender doesn't dispute that there was a pre-existing arrangement between it and the Supplier. So, the negotiations conducted by the Supplier during the sale of Mr M's membership of the Fractional Club were conducted in relation to a transaction financed or proposed to be financed by a debtor-creditor-supplier agreement as defined by section 12(b). So they were what is known as antecedent negotiations under section 56(1)(c) – so they were conducted by the Supplier as an agent for the Lender as per section 56(2). And such antecedent negotiations were "any other thing done (or not done) by, or on behalf of, the creditor" under section140(1)(c) CCA.

So, this means that the Supplier is deemed to be the Lender's statutory agent for the purpose of the pre-contractual negotiations.

However, an assessment of unfairness under section 140A isn't limited to what happened immediately before or at the time a credit agreement and related agreement were entered into. It needs to take into account the entirety of the credit relationship, which in this case, is up to the point the Credit Agreements were cleared.

So, I have considered the entirety of the credit relationship between Mr M and the Lender, along with all of the circumstances of the complaint into the 2012 purchase. In carrying out my analysis, and in coming to my conclusion, I have looked at:

1. The Supplier's sales and marketing practices at the Time of Sale – which includes training material that I think is likely to be relevant to the sale;

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; and

4. The inherent probabilities of the sale given its circumstances.

I have then considered the impact of these on the fairness of the credit relationship between Mr M and the Lender. And having done that, I do not think the credit relationship between them was likely to have been rendered unfair for the purposes of Section 140A. I'll explain.

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

Mr M's complaint about the Lender being party to an unfair credit relationship was made for several reasons, all of which I set out at the start of this decision.

They include the allegation that the Supplier misled Mr M and carried on unfair commercial practices which were prohibited (although not set out in these exact terms, these would relate to the CPUT Regulations) for the same reasons he gave for his section 75 claim for misrepresentation. But given the limited evidence in this complaint, as I set out in the section 75 section above, I am not persuaded that anything done or not done by the Supplier was prohibited under the CPUT Regulations.

Mr M says that he was pressured by the Supplier into purchasing Fractional Club membership at the Time of Sale. I acknowledge that he and his wife may have felt weary

after a sales process that went on for a long time and I have noted Mrs M's medical condition. But he says little about what was said and/or done by the Supplier during their sales presentation that made him and his wife feel as if they had no choice but to purchase both memberships when they simply did not want to, as he alleges.

Mr M has said the maintenance fees increased by more than the rate of inflation, but he has not set out what those increases were, nor why they were unfair. The documentation from the time of sale shows that Mr M was aware of the fees and that these "will be subject to increase or decrease as determined by the costs of managing the Project…"

He was also given a 14-day cooling off period, and has not provided a credible explanation for why he did not cancel his membership during that time if he only made the purchase due to pressure. After all, this was Mr M's third purchase and he had been exposed to the sales process used by the Supplier.

And with all of that being the case, there is insufficient evidence to demonstrate that Mr M made the decision to purchase Fractional Club membership because his ability to exercise that choice was significantly impaired by pressure from the Supplier.

Having looked at everything that has been said and provided, I cannot see any evidence to support the claim that unfairness was caused for these reasons.

I'm not persuaded, therefore, that Mr M's credit relationship with the Lender was rendered unfair to him under Section 140A for any of the reasons above. But there is another reason why he suggests his credit relationship with the Lender was unfair to him. And that's the suggestion that Fractional Club membership was marketed and sold to him as an investment in breach of prohibition against selling timeshares in that way.

Was Fractional Club membership marketed and sold at the Time of Sale as an investment in breach of regulation 14(3) of the Timeshare Regulations?

The Lender does not dispute, and I am satisfied, that Mr M'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 membership of the Fractional Club 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 Mr M suggests that the Supplier did exactly that at the Time of Sale. So, that is what I have considered next.

The term "investment" is not defined in the Timeshare Regulations. In Shawbrook & BPF v FOS, the parties agreed that "an investment is a transaction in which money or other property is laid out in the expectation or hope of financial gain or profit". I will use the same definition.

Mr M's share in the Allocated Property clearly, in my view, constituted an investment as it offered him the prospect of a financial return – whether or not, like all investments, that was more than what he first put into it. But 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.

So, for me to conclude that Fractional Club membership was marketed or sold to Mr M in a way that breached Regulation 14(3), I have to be persuaded that it was more likely than not that the Supplier marketed and/or sold membership to him as an investment, i.e. told him or led him to believe that Fractional Club membership offered him the prospect of a financial gain (i.e., a profit) given the facts and circumstances of this complaint.

Although I have not seen the full documentation in this case, I have seen evidence in the form of the sales documentation relating to other similar complaints considered by this Service, about the sale of Fractional Club at very similar times to this sale. And in the standard sales and membership documentation that I think would most likely have been provided to Mr M at the Time of Sale, I can see 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 M, the financial value of his share in the net sales proceeds of the Allocated Property along with the investment considerations, risks and rewards attached to them. There were, for instance, disclaimers in the standard paperwork that related to sales of this kind, that state that Fractional Club membership was not sold to customers as an investment.

However, with all of that said, I also acknowledge that the Supplier's training material, which has also been provided to this Service in relation to other complaints, left open the possibility that the sales representative may have positioned Fractional Club membership as an investment. So I accept that it's possible that Fractional Club membership was marketed and sold to him as an investment in breach of Regulation 14(3) given the difficulty the Supplier was likely to have had in presenting a share in the net sales proceeds of the Allocated Property as an important feature of Fractional Club membership without breaching the relevant prohibition.

But given the circumstances of this complaint, I do not think it is necessary for me to make a finding on whether Fractional Club membership was likely to have been sold in breach of Regulation 14(3) of the Timeshare Regulations. I think this because I am not currently persuaded that would make a difference to the outcome in this complaint anyway.

Was the credit relationship between the Lender and Mr M rendered unfair?

There has been a significant amount of case law in this area, and I have to take it all into consideration here. For example, as the Supreme Court's judgment in Plevin makes clear, it does not automatically follow that regulatory breaches create unfairness for the purposes of

Section 140A.

So what does that mean to the complaint I am considering here? If I am to conclude that a breach of Regulation 14(3) led to a credit relationship between Mr M and the Lender that was unfair to him and warranted relief (for example compensation) as a result, whether the Supplier's breach of Regulation 14(3) led him to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

Mr M already had purchased two timeshare memberships and he was at one of the Supplier's resorts on holiday. So I think it is a fair assumption to make that Mr M was interested in holidays, and specifically the type of holidays the Supplier could provide.

As I've said, it is possible that the Supplier did in fact breach Regulation 14(3) of the Timeshare Regulations by marketing and/or selling Fractional Club membership to Mr M as an investment. But in order to find that this has caused an unfairness to his credit relationship with the Lender, I need to think that this breach was a material factor in his purchasing decision.

Mr M has said that he was told that if he invested in the property he would benefit from it when he decided to sell as property prices in Tenerife were increasing. So Mr M C has said that he was told that the property would increase in value. However, I cannot see any reference to him being told he would, or was likely to make a profit here, but I can see how he might have inferred that from what he says he was told. Mr M has said that he was told that he could sell the membership, but this turned out not to be true. That doesn't suggest that he was told it was an investment.

Indeed, the only indication I have noted of any motivation to purchase the Fractional Club was to achieve the holidays that he wanted. But, as I've said, there is nothing which persuades me that the Supplier either told him he would, or was likely to, make a profit here.

I have noted his recollections and these do not give a clear indication of the reasons why he bought the fractional timeshare. As such. I am not able to conclude he was motivated by any investment element and, if he had been, I would have expected him to have been clearer throughout.

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 Mr M'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). On the contrary, I think the evidence suggests he would have pressed ahead with his purchase whether or not there had been a breach of Regulation 14(3). And for that reason, I do not think the credit relationship between Mr M and the Lender was unfair to him even if the Supplier had breached Regulation 14(3).

Section 140A and the 2011 Contract

In addressing Mr M's complaint of an unfair relationship he has said that his main concern was with the second purchase. However, I have also considered the first purchase and as things stand, I am not persuaded there was an unfair relationship in regard to it. Mr M has not set out any clear allegations about unfairness and the 2011 agreement.

He has referred to what happened in 2012 and had said little about the 2011 purchase so it is difficult for me to comment further about the unfairness or otherwise. If he has further information regarding the 2011 purchase which he thinks shows an unfairness I will consider it before issuing my final decision. However, I also note that he confirmed that he wasn't that concerned about that loan, so I cannot see any remedy is needed even if there was an unfairness.

Section 140A: Conclusion

In conclusion, therefore, given all of the facts and circumstances of this complaint, I don't think the credit relationship between the Lender and Mr M was unfair to him for the purposes of section 140A. And taking everything into account, I think it's fair and reasonable to reject this aspect of the complaint on that basis.

Conclusion

In conclusion, given the facts and circumstances of this complaint, I currently do not think that the Lender acted unfairly or unreasonably when it dealt with Mr M's section 75 claim, and I am not currently persuaded that the Lender was party to a credit relationship with him under the Credit Agreement that was unfair to him for the purposes of section 140A of the CCA. Mr M has not given this service sufficient evidence in support of his complaint which means I am unable to uphold it."

Barclays said it had nothing further to add. Mr M did not agree with my provisional decision and said he had been treated unfairly by the Supplier. He said he had been pressurised and was left exhausted by the sales process so he signed the agreements. He wanted justice.

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.

I have reread the papers submitted by both parties to consider if there is sufficient evidence to support Mr M's claims. Having done so I have not been persuaded to uphold his complaint. I will explain why.

If Mr M was believed he was subjected to pressure to make him buy something he didn't want I have not been given any reason why he didn't resile from the agreement within the 14-day cooling off period which was available for both the purchases he has made complaints about. For example, the 2012 purchase came with a form titled 'Separate Standard Withdrawal Form To Facilitate The Right Of Withdrawal'. I understand the same form or similar was provided for the other purchases. This made it straightforward for Mr M to withdraw from the agreement which he says he only signed due to pressure.

As I pointed out in my provisional decision Mr M entered into three agreements with the Supplier and so after the first and certainly by the time he entered into the third agreement it is reasonable to believe he had an understanding of the sales process used by the Supplier and the product it was selling. This makes it difficult for me to say that he was treated unfairly as he has claimed.

I appreciate that some of the sales meetings could have lasted several hours and I acknowledge that he may have felt weary after a sales process that went on for a long time. But he says little about what was said and/or done by the Supplier during the sales presentation that made him feel as if he had no choice but to purchase membership when he simply did not want to.

I recognise that Mr M may now regret making the purchases and taking out the loans, but I have not seen enough evidence that at the time of sale anything was done such that it amounted to an unfairness. I appreciate Mr M will be disappointed by my decision and I am sorry for that, but I do not consider I can uphold his complaint.

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 Mr M to accept or reject my decision before 12 March 2025.

Ivor Graham
Ombudsman