DRN-5512656

The complaint

Mr C and Mrs C's complaint is, in essence, that First Holiday Finance Ltd ('the Lender') acted unfairly and unreasonably by (1) declining to meet their claim of misrepresentation under Section 75 of the Consumer Credit Act 1974 ("CCA") and (2) being party to an unfair credit relationship with them under Section 140A of the CCA. Mr C and Mrs C brings his complaint with the assistance of a third-party professional representative (the 'PR').

What happened

In early 2012, Mr C and Mrs C owned a timeshare membership purchased from a supplier (the "Supplier"). The cost of membership was funded by a loan from The Lender. On 20 May 2012 (the "Time of Sale") Mr C and Mrs C attended a further sales meeting with the Supplier, as a result of which Mr C and Mrs C traded in their membership to purchase the Supplier's Fractional Points Owners' Club (the "Fractional Club") membership.

Fractional Club membership was asset backed – which meant it gave Mr C and Mrs C more than just holiday rights. It also included a share in the net sale proceeds of a property (the "Allocated Property") named on Mr C and Mrs C's agreement with the Supplier (the "Purchase Agreement") after the just over 18-year membership term ended.

The Purchase Agreement (in both Mr C and Mrs C names) bought Mr C and Mrs C 1932 fractional points, described therein as equivalent to two weeks of fractional rights, at a cost of £50,777. But after trading-in their previous membership, they purchased this membership by using credit extended to them of £23,777 (in Mr C and Mrs C's names) provided by The Lender (the "Credit Agreement").

According to the Supplier's records Mr C and Mrs C took five holidays using their Fractional Club Membership up to 2014. In late 2020 they appointed the PR to act on their behalf in pursuing complaints about their financial arrangements. With PR's assistance Mr C and Mrs C complained to The Lender on 3 December 2020 (the "Letter of Complaint") to complain about:

- Misrepresentations under S75 of the CCA which led to Mr C and Mrs C losing out
- The Supplier coerced or otherwise pressured Mr C and Mrs C to buy Fractional Club membership
- That the membership was an investment which would increase in value
- That there had been a lack of availability of the timeshare
- That the proper checks hadn't been conducted to ensure the membership was affordable to them

The Letter of Complaint makes the argument that The Lender is, as deemed principal of the Supplier, liable to Mr C and Mrs C for the above and sets out a claim in damages. The Lender issued a letter dated 22 January 2021 saying it had passed the matter on to the Supplier for response, but the Lender didn't agree that it was liable to compensate Mr C and Mrs C. It also said it had conducted the correct affordability checks The Supplier also issued a response to Mr C and Mrs C's claim rejecting it on every ground. As Mr C and Mrs C remained unhappy the PR brought their complaint to this service.

Mr C and Mrs C's complaint was then assessed by an investigator and having considered the information on file, our investigator proposed that the complaint should be not upheld on its merits. But the PR disagreed with the investigator's assessment and asked for an ombudsman to review and determine matters.

I issued a provisional decision dated 11 April 2025 which didn't uphold Mr C and Mrs C's complaint. An extract of that provisional decision reads as follows (italicised and in smaller font for clarity).

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, Holiday Products, Resale and Exchange Contracts Regulations 2010 ("the Timeshare Regulations").*
- *The Consumer Rights Act 2015 ("the CRA").*
- *The Consumer Protection from Unfair Trading Regulations 2008 ("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 I'm 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").

What I've provisionally 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 that, I do not currently propose to uphold this complaint.

Before I explain why, I want to make it clear that my role as an ombudsman isn't to address every single point that has been made to date. Rather, it is to decide what is fair and reasonable in the circumstances of this complaint. If I haven't commented on, or referred to, something that either party has said, that doesn't mean I haven't considered it. Where necessary, I've reached my conclusions on the balance of probabilities; in other words, based on what I think is more likely than not to have happened given the available evidence and the wider circumstances.

Section 75: The Supplier's alleged 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. In short, a claim against The Lender under section 75 essentially mirrors the claim Mr C and Mrs C could make against the Supplier.

Certain conditions must be met for section 75 to apply including, for instance, the cash price of the purchase and the nature of the arrangements between the parties involved in the transaction. Section 75(3)(b) says this protection does not apply if:

"the claim relates to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000."

In this case we have the pricing sheet from this purchase which clearly shows the purchase price of the membership is £50,777. Accordingly, this claim under s.75 of the CCA isn't within the financial limits set by the CCA. And so, any s.75 claim made to the Lender cannot be successful as liability does not attach to the Lender for the Supplier's misrepresentations under this provision.

I note that the Investigator said that the Lender had a complete defence to any s.75 claim here due the application of the Limitation Act 1980. Had this membership cash price been within the financial limits then I would likely have agreed with that conclusion. But as this s.75 claim doesn't meet these financial limits in any case, I don't have to consider that matter further. In short, I don't think The Lender unfairly or unreasonably declined Mr C and Mrs C's s.75 claim or the complaint about it.

Section 140A: did The Lender participate in an unfair credit relationship?

I'm not persuaded that Mr C and Mrs C clearly made a s.140A claim in their letter of claim. But many of their points of complaint can only be properly understood through the lens of a complaint that the Supplier's actions gave rise to an unfair credit relationship – for example, that the sale was pressured. The Investigator dealt with such a complaint and the Lender did not question that in its response to the Investigator's view, so I'm satisfied that I can consider such a complaint even though it was not formally made by the PR. Given that, I've considered their arguments to see whether there was a credit relationship here was unfair under Section 140A of the CCA, when looking at all the circumstances of the case, including parts of Supplier's sales process at the Time of Sale. It is those concerns that I explore here.

Under section 140A, a debtor-creditor relationship can be found to have been or be unfair to the debtor 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) of the CCA).

Such a finding 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.

Section 56 plays an important role in the CCA because it defines the terms "antecedent negotiations" and "negotiator." As a result, it provides a foundation for a number of provisions that follow it. It also creates a statutory agency in particular circumstances. The most relevant to this complaint is negotiations "conducted by the supplier in relation to a transaction financed or proposed to be financed by a debtor-creditor-supplier agreement within section 12(b) or (c)" (Section 56(1)(c) of the CCA).

The arrangements between Mr C and Mrs C, the Supplier, and The Lender were such that the negotiations conducted by the Supplier during its sale of this Fractional Club membership to Mr C and Mrs C were antecedent negotiations under section 56(1)(c) – which, in turn, meant that 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 section 140A(1)(c).

Antecedent negotiations under Section 56 cover both the acts and omissions of C, based on my understanding of relevant law (See, for example Plevin, at paragraph 31, and Shawbrook & BPF v FOS at paragraph 135). I note that in the case of Scotland & Reast, the Court of Appeal said, at paragraph 56, that the effect of Section 56(2) of the CCA meant that "negotiations are deemed to have been conducted by the negotiator as agent for the creditor, and that is so irrespective of what the position would have been at common law" before going on to say, in paragraph 74:

"[...] there is nothing in the wording of PR.56(2) to suggest any legislative intent to limit its application so as to exclude PR.140A. Moreover, the words in PR.140A(1)(c) "any other thing done (or not done) by, or on behalf of, the creditor" are entirely apposite to include antecedent negotiations falling within the scope of PR.56(1)(c) and which are deemed by PR.56(2) to have been conducted by the supplier as agent of the creditor. Indeed the purpose of PR.56(2) is to render the creditor responsible for such statements made by the negotiator and so it seems to me wholly consistent with the scheme of the Act that, where appropriate, they should be taken into account in assessing whether the relationship between the creditor and the debtor is unfair." (The Court of Appeal's decision in Scotland was recently followed in Smith.)

It follows that I see no great difficulty with Mr C and Mrs C's position that the supplier is deemed agent of the Lender for the purpose of the pre-contractual negotiations. I recognise that 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. The High Court held in Patel (which was approved by the Supreme Court in the case of Smith), that determining whether or not the relationship complained of was unfair had to be made "having regard to the entirety of the relationship and all potentially relevant matters up to the time of making the determination" – which was the date of the trial in the case of an existing credit relationship or otherwise the date the credit relationship ended.

Despite the breadth of the unfair relationship test under section 140A, it isn't a right afforded to a debtor simply because of a breach of a legal or equitable duty. As the Supreme Court said in Plevin (at paragraph 17):

"Section 140A…does not impose any obligation and is not concerned with the question whether the creditor or anyone else is in breach of a duty. It is concerned with…whether the creditor's relationship with the debtor was unfair."

Instead, the Supreme Court said in Plevin that the protection afforded to debtors by section 140A is the consequence of all of the relevant facts.

I've considered the entirety of the credit relationship between Mr C and Mrs C and the Lender along with all of the circumstances of the complaint. Having done so, I don't think the credit relationship between them was likely to have been rendered unfair for section 140A purposes. In coming to that conclusion, and in carrying out my analysis, I've looked at:

1. *the Supplier's sales and marketing practices at the Time of Sale – which includes any material provided that I think is likely to be relevant to the sale; and*
2. *the Supplier's provision of information at the Time of Sale, including the contractual documentation and disclaimers made by C;*
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.*

I've considered the impact of these on the fairness of the credit relationship between Mr C and Mrs C and The Lender.

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

Mr C and Mrs C have complained about a number of matters, set out above, that could mean that the Lender was a party to an unfair credit relationship.

Mr C and Mrs C say that they were pressured by the Supplier into purchasing Fractional Club membership at the Time of Sale. They have indicated the sales process lasted several hours, that there were so many documents to sign, and that there was an immense amount of pressure to proceed. But across the correspondence we have Mr C and Mrs C have said little about what the Supplier actually said and/or did during the sales presentation that made Mr C and Mrs C feel as if they had no choice other than to purchase Fractional Club membership when they didn't want to. Neither the overall time Mr C and Mrs C spent with the Supplier during the sales process nor the number of documents they needed to read and sign appear to me to be particularly excessive, given the nature of the purchase they were making.

Further, while Mr C and Mrs C were given a 14-day cooling off period, they didn't try to cancel their membership during that time. Mr C and Mrs C's actions at the time aren't suggestive to me that Mr C and Mrs C felt that they had no viable alternative to purchasing the membership or made a purchasing decision they otherwise wouldn't have done but for a pressured sale. And I note in responding to the Investigator's finding on this pressure argument Mr C chose not to contend those findings in his response to the Investigator's assessment of the matter. Overall, I'm not persuaded they were pressured into taking this membership.

The Letter of claim also alleged that there were several misrepresentations which were made to Mr C and Mrs C which could have made the relationship unfair. Mr C and Mrs C say that they were told that their timeshare would be transferred to a new membership and that this wasn't true. However, I've seen on the file their certificate of fractional rights certificate from this purchase showing their new membership and I have seen no evidence that their earlier membership continued. So, I don't think this argument is persuasive.

Mr C and Mrs C said that they were told this membership would entitle them to cheaper air fares. I've seen no persuasive testimony from them on why they thought such a timeshare membership purchase would include flights considering that such memberships are solely related to allocated properties and the use thereof. Considering what we know about such memberships I'm not persuaded that they've been misrepresented here.

For the reasons I've explained I'm not persuaded that Mr C and Mrs C's credit relationship with the Lender was rendered unfair to them under Section 140A for any of the reasons above. But there is a further reason why their credit relationship with The Lender might be rendered unfair to them. That's the suggestion that Mr C and Mrs C purchased Fractional Club membership because the Supplier marketed and sold it to them 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, and if so, was this aspect material to Mr C and Mrs C's decision to purchase membership?

I'm aware Mr C and Mrs C's PR said they were told that this membership was an investment and that it would increase in value. In Shawbrook & BPF v FOS, the parties agreed that, 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" at [56]. I will use the same definition.

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

Regulation 14(3) of the Timeshare Regulations prohibited the Supplier from marketing or selling membership of the Fractional Club as an investment. The provision at the Time of Sale said that "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." And Mr C and Mrs C's PR has implied that this is what happened in this case, albeit with very little supporting argument.

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 in itself. 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 that Fractional Club membership was marketed or sold to Mr C and Mrs C 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 to them as an investment; that is, told them or led them to believe that Fractional Club membership offered them the prospect of a financial gain (a profit) given the facts and circumstances of this complaint.

Not only that but, as the Supreme Court's judgment in Plevin makes clear, it does not automatically follow that any such regulatory breach would create unfairness for the purposes of Section 140A. Such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way. That includes taking into account the material impact of any breach on the customer's decision whether to enter into the Purchase Agreement.

So, I also must be satisfied that it was more likely than not that the prospect of a financial gain or profit was a material factor in Mr C and Mrs C's purchase decision. I am also mindful of what HHJ Waksman QC (as he then was) and HHJ Worster had to say in Carney and Kerrigan (respectively) on causation. In Carney, HHJ Waksman QC said the following in paragraph 51:

"[…] In cases of wrong advice and misrepresentation, it would be odd if any relief could be considered if they did not have at least some material impact on the debtor when deciding whether or not to enter the agreement. […] in a case like the one before me, if in fact the debtors would have entered into the agreement in any event, this must surely count against a finding of unfair relationship under s140A. […]"

And in Kerrigan, HHJ Worster said this in paragraphs 213 and 214:

*"[…] The terms of section 140A(1) CCA do not impose a requirement of "causation" in the sense that the debtor must show that a breach caused a loss for an award of substantial damages to be made. The focus is on the unfairness of the relationship, and the court's approach to the granting of relief is informed by that, rather than by a demonstration that a particular act caused a particular loss. Section 140A(1) provides only that the court **may** make an order **if** it determines that the relationship is unfair to the debtor. […]*

[…] There is a link between (i) the failings of the creditor which lead to the unfairness in the relationship, (ii) the unfairness itself, and (iii) the relief. It is not to be analysed in the sort of linear terms which arise when considering causation proper. The court is to have regard to all the relevant circumstances when determining whether the relationship is unfair, and the same sort of approach applies when considering what relief is required to remedy that unfairness. […]"

So, it seems to me that, if I am to conclude that a breach of Regulation 14(3) led to a credit relationship between Mr C and Mrs C and the Lender that was unfair to them and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) which, having taken place during its antecedent negotiations with Mr C and Mrs C, is covered by Section 56 of the CCA, falls within the notion of "any other thing done (or not done) by, or on behalf of, the creditor" for the purposes of 140(1)(c) of the CCA and deemed to be something done by the Lender) led them to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

There is evidence in this case that C made efforts to avoid specifically describing membership of the Fractional Club as an 'investment' or quantifying to prospective purchasers such as Mr C and Mrs C the financial value of their 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 contemporaneous paperwork that state that Fractional Club membership wasn't sold to Mr C and Mrs C as an investment. It is nonetheless possible that the Supplier marketed and sold Fractional Club membership to Mr C and Mrs C as an investment, but I've not needed to make a firm finding on that points. That is because, having thought about their evidence in this respect and what prompted

them to enter into the Purchase Agreement, I'm not satisfied that any potential breach of Regulation 14(3) was that important to them.

I've carefully considered all of the arguments made in this case including those in the original Letter of Complaint to the Lender and more latterly those of Mr C himself in response to the Investigator's assessment of the matter. I note that in the Letter of Complaint, only once was this allegation of it being sold as an investment made, and even then, it is in general terms with no description of how it was marketed to them as an investment or any significant description of what was said to them at the time of sale at all. The PR's have been asked for a witness statement from Mr C and Mrs C on the matter and none was provided. Further, Mr C in his response to the investigator's assessment didn't address this allegation of how the membership was marketed or contend the findings of the Investigator on that matter at all.

I accept of course that being asked to recall specific information some years later is rendered more difficult with the passage of time. However, had Fractional Club membership been marketed and sold as an investment by the Supplier at the Time of Sale and that had been a key factor in Mr C and Mrs C's purchase decision, it is difficult to understand why the PR's comments on the matter did not persuasively argue this in their original correspondence particularly in light of the lengths to which those documents went in seeking to demonstrate other arguments about the sale of this membership. Additionally, there's nothing in the way of any specific detail about what they were told about a financial gain or the profit they might make. So, in my mind, the evidence does not point to this being a significant or important matter to Mr C and Mrs C.

On balance, therefore, even if the Supplier 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 C and Mrs C's decision to purchase Fractional Club membership at the Time of Sale was motivated by the prospect of a financial gain (a profit).

On the contrary, I think the evidence suggests Mr C and Mrs C purchasing decision was founded on their attraction to the holiday arrangements Fractional Club membership provided. So, I'm minded that they would have pressed ahead with their purchase whether or not there had been a breach of Regulation 14(3). And for that reason, I'm not currently inclined to think the credit relationship between Mr C and Mrs C and The Lender was unfair to them whether or not the Supplier breached Regulation 14(3).

In summary, given all of the facts and circumstances of this complaint, I don't think the credit relationship between The Lender and Mr C and Mrs C was unfair to them for the purposes of Section 140A. So, I don't propose to uphold this aspect of the complaint on that basis.

The Lending complaint

Mr C and Mrs C have said that the appropriate affordability checks were not made at the time the Lender decided to Lend to them. I've considered the application form that they completed at the time to get the lending and I note they were both employed with significant earnings. The application form also asks for information about their outgoings which include their monthly payments for where they live. So, on the face of that information from the time, it seems clear that the monthly repayments of just over £330 per month were affordable to them. I also note that although this affordability argument has been made neither the PR or Mr C have provided any submissions or arguments about how Mr C and Mrs C couldn't afford the lending such as pointing to substantial debts or other reasons why it was unaffordable that would have come to light had the Lender done more checks than it did. And similarly to other issues I note in response to the assessment of the Investigator, Mr C's response doesn't address the Investigator's finding that Mr C and Mrs C haven't lost out due to any failing by the Lender with regard to affordability. And I've seen no persuasive evidence it was unaffordable to Mr C and Mrs C when the lending was agreed. Accordingly, I'm not persuaded that the Lender has treated them unfairly by deciding to do nothing further in regard to this allegation.

Mr C's other comments

Mr C said in response to the assessment of the Investigator that they'd "never" been able to use this membership. However, the Lender has noted that Mr C and Mrs C had a number of holidays under

this membership. The Lender has also pointed to the fact that Mr C and Mrs C stopped paying their maintenance fees in 2014 so it seems that as such they wouldn't be entitled to having such holidays once their membership lapsed due to non-payment of these fees. So, I'm not persuaded the Lender has treated them unfairly in regard to these allegations. Mr C has also said that the Supplier is no longer trading. However, the Lender has noted that it is still trading and Mr C and Mrs C can apply to it to reinstate their membership if they wish. So, I don't think the Lender has treated them unfairly in regard to this issue either.

Conclusion

In conclusion and given the facts and circumstances of the complaint I do not think the Lender has acted unfairly or unreasonably when it considered Mr C and Mrs C's S75 claim. Furthermore, I'm not persuaded the Lender was party to an unfair credit relationship with Mr C and Mrs C under the Credit Agreement that was unfair to them under S140A of the CCA. Nor am I persuaded that the Lender unfairly considered the argument that this borrowing was unaffordable to Mr C and Mrs C. Having considered everything in this matter I see no persuasive reason at this time that the Lender should compensate Mr C and Mrs C.

Comments following my Provisional Decision

The Lender didn't respond within the timeframe set. Mr C responded and pointed to individuals who he says work for the Lender and the Supplier and says this is a conflict of interest.

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 considered everything again I am not persuaded to uphold this complaint for the same reasons as I've set out in the extract of the provisional decision quoted above. I will also deal with the matter Mr C has raised in response. In doing so, I note again that my role as an Ombudsman is not to address every single point that has been made to me. Instead, it is to decide what is fair and reasonable in the circumstances of this complaint. So, while I have read the Mr C's responses in full, I will confine my findings to what I find are the salient points.

Mr C has pointed to a conflict of interest between certain individuals who hold roles at the Supplier as well as the Lender. Mr C gives no explanation as to why any such conflict makes any difference to his particular case or how such a conflict impacts what happened during this purchase. I'm not persuaded there is such a conflict but even if there was, I've not seen any persuasive evidence of how such a conflict impacted Mr C's specific purchase to his detriment. For me to uphold this complaint I'd need to persuaded not only that something had gone wrong but that Mr C had lost out as a result of that. I'm not persuaded that's the case here. Accordingly in conclusion and for all the reasons given in this decision I'm satisfied that Mr C and Mrs C's complaint should not succeed.

My final decision

It is my decision, for all the reasons I've given in this decision that Mr C and Mrs C's complaint about First Holiday Finance Ltd is unsuccessful.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 26 May 2025.

Rod Glyn-Thomas

Ombudsman