

The complaint

Mrs S complains about the service received from Fulbrook Associates Ltd (Fullbrook) when dealing with a timeshare termination claim.

What happened

Mrs S used the services of company S to deal with a timeshare termination claim. Company S introduced Mrs S to Fulbrook to deal with aspects of the timeshare termination claim, and a timeshare claim against the creditor.

To summarise, Mrs S paid an upfront fee of £4,828 to company S to pursue a claim on her behalf for the termination of a timeshare agreement. Mrs S says she was told that the upfront paid to company S would be used to cover Fullbrook's legal costs for this claim. Mrs S contacted Fullbrook to ask for return of this upfront fee as she hadn't clearly been told what it would be used to cover, and Fullbrook's involvement with the claim.

Fullbrook said payment of the fee was a matter between Mrs S and company S, and said it wasn't involved in the collection of the upfront fee. Fullbrook further said Mrs S hadn't returned any paperwork to proceed with a claim against the creditor.

Mrs S wasn't happy with Fullbrook's response and referred her complaint to the Financial Ombudsman Service.

Our Investigator reviewed the complaint and didn't think the complaint about the upfront fee was one we could consider as the activity concerning the termination of a timeshare agreement isn't covered by our rules. The Investigator also said Fullbrook hadn't taken payment for the other claim against the creditor and so no further action was needed to put things right on this complaint. As Mrs S didn't agree, the complaint has come to me.

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.

Mrs S says 'Fullbrook was acting in concert with [company S] and received a share of the £4,828 paid... They essentially profited from a share of the £4,828 and were intent on receiving any additional money they could have received from a claim... That does not seem right to me'. Fullbrook has informed this service that Mrs S is 'requesting a refund for payments made to another firm for unregulated activity.'

Although there remains dispute about Fullbrook's role in the payment made by Mrs S, the first question for me to consider is whether any complaint about payment made for pursuing a timeshare termination claim falls within our scope to look at. Because if it's something we can't look at, then I can't make a determination on whether Fullbrook is responsible for answering a complaint about the upfront payment made by Mrs S.

On 1 April 2019 the regulation of CMC's moved to the Financial Conduct Authority, and

complaints to the Claims Management Ombudsman - a Financial Ombudsman service. The Financial Ombudsman Service operates according to a set of rules made by the Financial Conduct Authority (FCA). The rules about complaining to the ombudsman set out when we can – and can't – look into complaints. These rules are set out in a section of the FCA's Handbook called Dispute Resolution: Complaints ("DISP"). These rules determine, amongst other things, who can bring a complaint to us and what types of activities we can consider complaints about.

We can't deal with every type of complaint that's brought to us. If the activity in question isn't covered by our jurisdiction according to DISP, we aren't able to consider a complaint about it.

DISP 2.3.1R says that we can consider a complaint under our compulsory jurisdiction if it relates to an act or omission of a firm in carrying on "regulated activities" or certain other activities (including ancillary activities) that are listed. The activities which are "regulated activities" are set out in the Regulated Activities Order (RAO).

The activities in the RAO which are potentially relevant here are Articles 89G and 89I.

Article 89(G) includes the following activities:

- (a) seeking out persons who may have a claim;
- (b) referring details of (i) a claim or a potential claim; or (ii) a claimant or potential claimant to another person; and
- (c) identifying (i) a claim or potential claim; or (ii) a claimant or potential claimant, are regulated activities when carried out in relation to:
 - (a) a personal injury claim;
 - (b) a financial services or financial product claim;
 - (c) a housing disrepair claim;
 - (d) a claim for a specified benefit;
 - (e) a criminal injury claim; and
 - (f) an employment related claim.

Additionally, Article 89(I) provides that (i) advising a claimant or potential claimant; (ii) investigating a claim; and (iii) representing a claimant in relation to a financial services or financial product claim are also regulated activities.

The crux of Mrs S complaint concerns the payment she made to be represented in making a timeshare termination claim. Fullbrook denies taking this payment. But before I consider whether it did or didn't, the question I must answer is whether the activity of dealing with a timeshare termination claim falls within the scope of one of these regulated activities.

The activity Mrs S has complained about doesn't relate to a personal injury claim, a housing disrepair claim, a claim for a specified benefit, a criminal injury claim or an employment related claim. So, I don't need to say anything further about these categories.

Rather, I've considered Article 89(G) and Article 89(I) as this refers specifically to (b) a financial services or financial product claim. The term "a financial services or financial product claim" is not defined in the RAO. I have therefore thought carefully about what it means, particularly in the context of what activities are involved in dealing with a timeshare termination claim.

To be 'in relation to a financial services or financial product claim,' I consider the activities

which Fullbrook carried out would have had to be about a financial services or financial product claim that Mrs S had or wanted to pursue. For example, if Mrs S had wanted to make a complaint against her creditor about payments made for the timeshare scheme.

But this isn't what Mrs S is saying she paid an upfront fee of £4,828 for. Rather, in this case, the payment was for the sole purpose of dealing with a timeshare termination claim. So, I don't consider that Fullbrook was undertaking activities in relation to a financial product or service claim.

I know Mrs S isn't happy with Fullbrook's handling of her claim. Specifically, she thinks that Fullbrook has a lot to answer for with the upfront payment she made. But for the reasons explained, I don't consider the activities that Mrs S has complained about can be said to be in relation to a financial service or financial product claim. So, I don't consider that we have the jurisdiction to consider a complaint about termination of the timeshare agreement.

I know my decision will be disappointing for Mrs S, where we can, we will always look to consider a complaint brought to us. But in this instance, we can't consider Mrs S's complaint as we don't have the jurisdiction to do so. For the reasons explained above, my decision is that this isn't a complaint we can consider.

Mrs S's claim about the timeshare payments against the creditor

Fullbrook sent Mrs S forms to sign and return in order for Fullbrook to represent her in pursuing a complaint about the timeshare payments against the creditor. As Mrs S didn't return these forms, the claim didn't progress. Mrs S hasn't been charged any costs in respect of this claim, and it remains closed. I'm satisfied there's no further action for Fullbrook to take on this claim at this time.

My final decision

For the reasons I've explained, I don't uphold this complaint, and so I won't be asking Fullbrook Associates Ltd to take any action in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 17 July 2025.

Neeta Karelia
Ombudsman