DRN-5536327

The complaint

Mr W's complaint is, in essence, that Clydesdale Financial Services Limited trading as Barclays Partner Finance ('BPF') acted unfairly and unreasonably by (1) participating in an unfair credit relationship with him under Section 140A (s.140A') of the Consumer Credit Act 1974 (the "CCA"), (2) deciding against paying a claim under Section 75 ('s.75') of the CCA and (3) lending irresponsibly having failed to conduct the required affordability checks.

What happened

In or around 2008, Mr W, together with another, met with a timeshare provider (the 'Supplier') whereupon he entered into an agreement to purchase a trial timeshare membership (the 'Trial Membership').

In February 2009, Mr W met with the Supplier again whereupon he agreed to upgrade the Trial Membership by trading it in towards full membership of a timeshare product (the 'Timeshare') incorporating 1,501 points rights to be used to book holiday accommodation and experiences from a portfolio operated by the Supplier. The purchase price agreed was £20,781 but, after trade in of the existing Trial Membership, Mr W paid £16,356 for full membership (the 'Purchase Agreement').

Whilst the Timeshare was purchased in joint names, Mr W paid for it by taking finance of £16,356 under a Fixed-Sum Loan Agreement with BPF over 180 months ('Credit Agreement 1') in his sole name. So, this means he is the only eligible complainant.

In or around August 2009, Mr W entered into a further Fixed-Sum Loan Agreement for £13,699 with BPF over 120 months ('Credit Agreement 2'), also in his sole name. It's unclear what the purpose of the loan was, however, the agreement shows that it was also arranged through the same Supplier. Credit Agreement 2 was repaid an closed in November 2019.

In December 2019, Mr W submitted a complaint to BPF in which he alleged that the Supplier was not permitted or authorised to arrange the Credit Agreements as prohibited by section 19 of the Financial Services and Markets Act 2000 ('FSMA').

BPF issued its final response in October 2020 rejecting Mr W's complaint. Specifically, it said that Mr W's complaint was time barred under the Limitation Act 1980 (the 'LA') and went on to explain how s.75 CCA claims are impacted by those provisions. There's no evidence to suggest that Mr W referred his complaint, or BPF's response to it, to this service.

In February 2023, using a professional representative (the 'PR'), Mr W submitted a claim/complaint (the 'Letter of Complaint') to BPF to complain about:

1. Misrepresentations by the Supplier at the Time of Sale giving him a claim against the BPF under s.75 CCA.
2. BPF being party to an unfair credit relationship under the Credit Agreements and related Purchase Agreement for the purposes of s.140A CCA.
3. The decisions to lend being irresponsible because BPF did not carry out the right creditworthiness assessment
4. The Credit Agreements being unenforceable because they were not arranged by a credit broker regulated to carry out such an activity.

For clarity, details of the complaint allegations include:

(1) Section 75 CCA – the Supplier's misrepresentation at the Time of Sale

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

- *"The Timeshare represented an ownership interest in a select resort which could be sold for a profit at the "Proposed sale date"";*
- [Mr W] *would have exclusive and unlimited access to all of The Retailer's holiday resorts as part of their membership for the accommodation of their choice which would save them money;*
- *A membership fee would be paid annually, though the sum would gradually increase, in line with inflation (if at all) and not at extortionate onerous unjustified rate".*

(2) Section 140A CCA: the Lender's participation in an unfair credit relationship.

In addition to the above, the Letter of Complaint sets out several reasons why Mr W says that the credit relationship between him and the Lender was unfair to him under s.140A CCA. In summary, they include:

- Mr W was subjected to aggressive, relentless and intimidatory sales tactics, lea=ding him to feel as if he had entered into the agreement under duress;
- The Supplier failed to clearly explain the nature of membership fees which continuously increase to an unaffordable level;
- The Supplier failed to explain what the membership fees were used for.
- The Supplier failed to explain what the perpetuity rights attached to Mr W's membership meant.

Mr W didn't receive a response to his complaint from BPF, so the PR referred his complaint to the Financial Ombudsman Service on his behalf. It was assessed by an investigator who, having considered the information provided, rejected the complaints on its merits. In particular, the investigator:

- thought Mr W's complaint under s.75 CCA had been brought too late pursuant to the Limitation Act 1980 (the 'LA');
- couldn't find anything to suggest that the credit relationship was unfair pursuant to s.140A;

The PR rejected the investigator's assessment on Mr W's behalf and asked for an ombudsman's decision – which is why it has been passed to me.

In doing so, the PR explained why it thought the time limit for Mr W's claim under s.75 CCA would be postponed pursuant to s.32 LA. Specifically as it believed fact relevant to Mr W's cause of action under s.75 CCA were concealed from him at the Time of Sale and were only revealed when he sought advice. To support that argument, the PR also referenced court findings it thought relevant. Further, the PR explained why it disagreed with the investigator's assessment of unfairness under s.140A CCA, again, making reference to court findings it thought to be relevant.

Having considered the relevant information about this complaint, whilst I was inclined to reach the same conclusion as our investigator, in some parts that was for different reasons, and in other's I wanted to take the opportunity to expand upon the reasoning given by the investigator. So, I issued a provisional decision ('PD') on 19 March 2025 giving Mr W and Clydesdale Financial Services Limited trading as Barclays Partner Finance the opportunity to respond to my findings below, before I reach a final decision.

In my PD I said:

I do not currently think this complaint should be upheld.

But before I explain why, 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.

When considering what's fair and reasonable, DISP 3.6.4R of the FCA Handbook means I'm required to take into account; relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice; and, where appropriate, what I consider was good industry practice at the relevant time.

Section 75 CCA provides consumers with protection for goods or services bought using credit. Mr W paid for the Timeshare under a pre-existing regulated Credit Agreement with the Lender. So, it isn't in dispute that s.75 CCA applies (subject to any restrictions or limitation). This means Mr W may be afforded the protection offered to borrowers like him under those provisions. And as a result, I've taken this section into account when deciding what's fair in the circumstances of this case.

Section 140A CCA looks at the fairness of the relationship between Mr W and BPF arising out of the Credit Agreement (taken together with any related agreements). And because the product purchased was funded under a Credit Agreement with BPF, they're deemed to be related agreements.

Given the facts of Mr W's complaint, relevant law also includes the LA. This is because the original transaction - the purchase(s) funded by the Credit Agreements with the Lender - took place in February and August 2009. Only a court is able to make a ruling under the LA, but as it's relevant law, I've considered any effect this might also have.

Mr W's purchase history

The Letter of Complaint does appear to be unclear about the timeline and events included within it. It refers to Mr W first being first approached by the Supplier in 2008 whereupon he was offered a competition prize consisting of a free holiday. And it was on that holiday that Mr W is purported to have purchased the Trial Membership. There are no details of specifically when that purchase took place or what the costs associated with it were. Furthermore, despite the Letter of Complaint suggesting that Credit Agreement 1 was entered into to fund that purchase, the evidence suggests otherwise.

I've seen an 'Acquisition Agreement' dated 12 February 2009 which relates to an 'Application for Membership of the Company' and 'Purchase of Points Rights'. This document shows a purchase price of £20,781.00, with a 'Trade In Value' deducted of £5,795.00 – next to which has been hand annotated the word 'Trial'. So, it seems that Mr W already held a Trial Membership which was traded in for the Timeshare in February 2009. Furthermore, I've seen a copy of Credit Agreement 1 which clearly relates to that purchase given that the date and amount both correspond with the Acquisition Agreement.

The Letter of Complaint also suggests that Mr W was persuaded to become a full member on 24 August 2009. However, based upon my findings above, I think he purchased full membership on 12 February 2009. Furthermore, I have not seen any purchase documentation associated with Credit Agreement 2, although that document does clearly show that it was arranged by the same Supplier.

On balance, I think it's more likely than not that Mr W purchased his Trial Membership some time between 2008 and February 2009. On 12 February 2009, he upgraded that to a full membership, whereupon that was upgraded again – possibly by the acquisition of more 'points' - in August 2009.

Mr W's complaint under s.75 CCA

Having considered everything, I don't think it would be fair or reasonable to uphold Mr W's complaint for reasons relating to the s.75 claim. As a general rule, creditors can reasonably reject s.75 claims that they are first informed about after the claim has been time-barred under the LA. It wouldn't be fair to expect creditors to look into such claims so long after the liability first arose and after a limitation defence would be available in court. So, it's relevant to consider whether Mr W's s.75 claim was likely to be time-barred under the LA before it was put to the Lender.

A claim under s.75 is essentially a "like" claim against the creditor. It mirrors the claim Mr W 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).

But a claim under s.75, like this one, is also *"an action to recover any sum by virtue of any enactment"* under Section 9 of the LA. And the limitation period under that provision is also six years from the date on which the cause of action accrued.

The date on which the cause of action accrued here was the Time of Sale. I say this because Mr W entered into the Purchase Agreements at that time based upon the alleged misrepresentations of the Supplier – which Mr W says he relied upon. And as the Credit Agreements with BPF provided funding to help finance the purchases, it was when he entered into the Credit Agreements that he allegedly suffered the loss.

It seems Mr W first notified BPF of the s.75 complaint in February 2023. And as more than six years had passed between the Time of Sale and when he first put the complaint to BPF, I don't think it was ultimately unfair or unreasonable of BPF to reject Mr W's concerns about the Supplier's alleged misrepresentations.

Could the limitation period be postponed?

The PR argue that the limitation period should be postponed pursuant to s.32 LA because facts relevant to Mr W's complaint were concealed at the Time of Sale and only revealed when he sought advice.

Section 32(1)(b) applies when *"any fact relevant to the plaintiff's right of action has been deliberately concealed from him by the defendant"*. But the PR haven't provided me with anything persuasive to suggest that the Supplier deliberately concealed anything about the Timeshare(s) Mr W purchased or the Credit Agreements used to fund those purchases.

I think it's clear that the alleged misrepresentations Mr W refers to in his Letter of Complaint are likely to have become apparent shortly after he completed the purchase. After all, if the Supplier didn't provide what Mr W believed he was entitled to receive, I think that would have been clear very early on. And as I still can't see why, given the allegations fuelling each claim, this particular issue prevented Mr W from making a claim or raising a complaint with BPF earlier, my view is that this particular argument by the PR doesn't help his cause.

Mr W's unfair relationship complaint under s.140A CCA

The court may make an order under s.140B CCA in connection with a credit agreement if it determines that the relationship between the creditor (BPF) and the

debtor (Mr W) is unfair to the debtor because of one or more of the following (from s.140A CCA):

a) any of the terms of the agreement or of any related agreement;

b) the way in which the creditor has exercised or enforced any of the rights under the agreement or any related agreement;

c) 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).

In deciding whether to make a determination under this section the court shall have regard to all matters it thinks are relevant (including matters relating to the creditor and matters relating to the debtor).

Only a court has the power to make a determination under s.140A CCA. But as it's relevant law, I've considered it when looking at the various allegations.

A claim under s.140A CCA is a claim for a sum recoverable by statute – which is also governed by Section 9 of the LA. As a result, the time limit for making such a claim is also six years from the date on which the cause for action accrued.

However, in determining whether or not the relationship complained of was unfair, the High Court's decision in *Patel v Patel (2009)* decided this could only be determined by *"having regard to the entirety of the relationship and all potentially relevant matters up to the time of making the determination".* In that case, that was the date of the trial or otherwise the date the credit relationship ended.

So, having considered this, I believe the trigger point here is slightly different. Any relationship between Mr W and BPF continues while the Credit Agreements remains live. So, that relationship only ends once the Credit Agreements end and any borrowing under it has been repaid.

Statements for the Credit Agreements Mr W entered into with BPF shows that Credit Agreement 1 was repaid and closed in March 2024 whilst Credit Agreement 2 was repaid and closed in November 2019. As Mr W's complaint was submitted in February 2023, this is within six years of when both Credit Agreements ended. Based upon this, I think Mr W's complaint under s.140A CCA was made in time. So, it is those concerns that I will explore here.

- <u>Misrepresentation</u>

In determining if the relationship is unfair under s.140A CCA (under the points detailed above), I think the alleged misrepresentations are relevant here. Further, even though I think it likely they couldn't be considered under s.75 CCA due to the effects of the LA, I think they could still be considered under s.140A CCA[1]. So, in trying to establish whether I think a court would likely find that an unfair relationship existed, I've considered the alleged misrepresentations further in addition to the various other points raised in this complaint.

For me to conclude there was misrepresentation by the Supplier in the way that has been alleged, generally speaking, I would need to be satisfied, based on the available evidence, that the Supplier made false statements of fact when selling the Timeshares to Mr W. In other words, that the Supplier told Mr W something that wasn't true in relation to the allegations raised. I would also need to be satisfied that any misrepresentation was material in inducing Mr W to enter into the Purchase Agreement. This means I would need to be persuaded that he reasonably relied upon false statements when deciding to buy the Timeshare.

[1] See Scotland & Reast v. British Credit Trust Limited [2014] EWCA Civ 790

From the information available, I can't be certain about what Mr W was specifically told (or not told) about the benefits of the Timeshare he purchased at the Time of Sale. While the PR has listed what Mr W suggests was represented to him by the Supplier, I can't see that there's any clear explanation to demonstrate how they constituted misrepresentations. Neither does their appear to be any evidence to substantiate those allegations. It was, however, indicated that he was told those things, So, I've thought about that alongside the evidence that is available from the Time of Sale.

Although not determinative of the matter, I haven't seen any documentation which supports the assertions in Mr W's complaint, such as marketing material or any of the wider purchase documentation from the Time of Sale that echoes what the PR says Mr W was told. The Letter of Complaint suggests Mr W was told that *"The Timeshare represented an ownership interest in a select resort which could be sold for a profit at the "Proposed sale date"".* But I haven't seen any evidence to suggest that the Supplier gave any assurances or guarantees about the future value of the Timeshare Mr W purchased. The documentation provided makes no such reference.

Having considered everything available, I haven't seen anything to support the allegations here. And because of that, I can't reasonably say, with any certainty, that the Supplier did misrepresent the Timeshare Mr W purchased in the ways alleged.

- The pressured sale and process

The Letter of Complaint refers at various points to Mr W being pressured or coerced into entering into the Purchase Agreements. I acknowledge what the PR has said about this and understand that Mr W may have felt weary after a sales process that may have continued for a long time. But he doesn't say anything 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 the Timeshare when he simply did not want to.

Furthermore, page 2 of the Acquisition Agreement dated 12 February 2009 clearly confirms Mr W's right to cancel the agreement within 14 days. This is stated in block capitals immediately above Mr W's signature. However, he has not provided a credible explanation for why he did not cancel his membership during that time. And with all of that being the case, there is insufficient evidence to demonstrate that Mr W made the decision to purchase the Timeshare because his ability to exercise that choice was – or was likely to have been - significantly impaired by pressure from the Supplier.

- The annual maintenance/membership charges

Several allegations have been made about the annual charges that Mr W was contractually obliged to pay under the Purchase Agreements he entered into. In particular, suggesting that these wither weren't highlighted or weren't adequately explained to him.

I've seen a number of the Purchase Agreement documents used by the Supplier when Timeshares, such as the one(s) Mr W purchased, are sold. The wider documentation ordinarily includes more details and explanations about the annual charges payable. I also can't see that I've been provided with any of the wider Purchase Agreement documentation which supports any of Mr W's allegations. It's also relevant that the PR hasn't provided any details of the annual fees that were charged. Nor has it demonstrated how and if they differ from what was contractually included within the wider Purchase Agreement.

It's not unusual for such agreements to include provisions for recalculation of those charges each year. So, I wouldn't consider increases to be out of the ordinary in themselves. Furthermore, and in the absence of any further supporting evidence, I

don't think it's possible to reasonably assess the fairness (or otherwise) of their calculation and application here. And as I have seen any evidence to suggest that the requirement to pay those charges operated in such a way as to cause unfairness in Mr W's case, I can't reasonably conclude that they did.

Credit Assessment

There are certain aspects of Mr W's complaint that could be considered outside of s.140A CCA. In particular, in relation to whether the Lender undertook proper credit assessments when the Credit Agreements were first entered into by Mr W.

If I were to find that the Lender hadn't completed all the required checks and tests – and I make no such finding – I would need to be satisfied that had such checks been completed, they would've revealed that repayments under the Credit Agreements weren't sustainably affordable for Mr W in order to uphold any complaint here.

I haven't seen any information about Mr W's actual financial situation at the time the Credit Agreements was entered into. And there's no obvious suggestion or evidence that he struggled to maintain repayments. In fact, both Credit Agreements appear to have now been repaid in full. So, I can't reasonably conclude the Credit Agreements were unaffordable for him. And because of that, there doesn't appear to be any evidence of loss here either.

Authorisation of the Supplier to arrange the loans

In their findings, the investigator correctly (in my view) highlighted that this service does not have jurisdiction to consider a complaint referred to this service more than six months after the business has issued its final response on the matter – DISP 2.8.2(1) of the FCA Handbook refers. However, whilst it appears this particular complaint point was raised by Mr W in a complaint dated 6 December 2019, I can't see that BPF's response of 8 October 2020 specifically addresses that complaint. Rather, it seems to me to focus upon the impact of the LA upon claims under s.75 CCA when that didn't appear to form the basis of the complaint.

So, it may be argued that BPF didn't adequately respond to that allegation. And with that being the case, Mr W could still be within his rights to refer it to this service in the absence of a substantive response.

With this in mind, it's relevant to reiterate that the Credit Agreements Mr W entered into both date back to 2009. The FCA took on the regulation of consumer credit on 1 April 2014. Prior to that, consumer credit was regulated by the Office of Fair Trading ('OFT') under the CCA. And the Supplier would need to have held a license from the OFT.

Section 27 of FSMA (*"Agreements made through unauthorised persons"*) only applies to FCA regulated activities, which in this case doesn't cover consumer credit lending prior to 1 April 2014.

In October 2019, the FCA issued explanation and guidance relating to Validation Orders to allow an otherwise unenforceable credit agreement. This was updated in February 2023. Insofar as it's relevant to Mr W's complaint, the FCA explanation says:

> *"For agreements entered into before 1 April 2014, a modified regime applies,* […] *For agreements that were entered into before this date and which are unenforceable against the borrower, the borrower has no right to recover any money paid or other property transferred under the agreement or compensation for loss".*

So, even if Mr W's Credit Agreements were found to be unenforceable – and I make no such finding – it would normally mean that whilst the obligations under the

agreements remain in existence, one or both parties to the agreement can't enforce compliance in the courts. So, if BPF took steps against Mr W to enforce the agreements, there might be a defence. However, I don't think that's relevant here as the evidence shows that Mr W has already repaid all amounts due under the Credit Agreements.

Ultimately, Mr W took the finance from BPF (under the Credit Agreements) and subsequently repaid it. He knew he had the finance, the amounts borrowed and what it was for (the Timeshare purchase(s)). So, even if they were found to have been improperly brokered, I can't see that would result in something that would require the payment of compensation.

In a letter sent to the PR accompanying my PD, it said:

"The ombudsman plans to make a final decision along the same lines as this provisional decision. But depending on any extra information we receive from you and [BPF]*, the final decision could be different.* ***The ombudsman may also decide a final decision isn't needed in certain circumstances – for example, because*** *an agreement has been reached or* ***we haven't had a reply from*** **[Mr W]*".*** (emphasis added).

BPF responded agreeing with the findings in my PD and confirmed it had nothing further to add.

Despite various follow up attempts by this service, no response was received from either the PR or Mr W within the timescales given. And with that being the case, Mr W's complaint was closed. However, the PR later contacted this service to question the reasons for closure. It subsequently confirmed *"The absence of a response to the* [PD] *was due to an oversight on our part and was not intended to indicate acceptance or resolution of the matter".*

In the circumstances and in the interests of fairness, I agreed Mr W's complaint would be reopened so that a final decision could be issued on the basis that the PR wished to provide new submissions and / or evidence for me to consider.

The PR subsequently submitted arguments to explain why it disagreed with the findings in my PD. These included:

- a request that I share any marketing materials (used by the Supplier) that I'd seen;
- the false representations were a material factor, having been assured the purchase would be an investment that would guarantee 5 star holidays for a fraction of the price of normal holidays and the purchase of more points gave Mr W a better chance of receiving the benefits promised;
- reference to a decision I had issued previously on a complaint for another (unrelated) consumer in which I found that a timeshare product had been sold as an investment in breach of Regulation 14(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (the 'Timeshare Regulations');
- the Supplier concealed from Mr W the fact he was buying something that it was not lawfully entitled to sell;
- it is unreasonable to expect consumers to promptly identify issues when being led to believe that the purchase would be beneficial for them; and
- Mr W was told that in order to continue with the timeshare, he would have to upgrade to another timeshare and was further told if he wanted to sell it, he would have to sell it back to the Supplier.

So, Mr W's complaint was passed back to me to consider further.

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.

The Letter of Complaint does refer to events in 2014 when it was alleged Mr W was pressured *"to 'convert'* [his] *membership into 'fractional ownership points' under the guise that the same would be purchased as an investment* […]*. At this juncture,* [Mr W] *declined the offer as it involved spending even more money which* [he] *did not have as a result of all the prior 'investments'".*

On my reading of this, Mr W didn't purchase a fractional timeshare product in 2014. And as such, the complaint I've considered here only relates to the purchases he made in February and August 2009 – both of which, it seems, were not fractional timeshare products.

The PR has referred to my findings in another decision I issued in relation to a different consumer's complaint. That particular decision related to the purchase of a fractional timeshare product which operated very differently to the ones purchased by Mr W. So, I don't think the individual circumstances in that complaint help in establishing what actually happened in Mr W's case.

In my PD, I explained why I couldn't reasonably conclude the timeshares products Mr W purchased in 2009 were represented to him as an investment. To repeat I said:

> *"The Letter of Complaint suggests Mr W was told that "The Timeshare represented an ownership interest in a select resort which could be sold for a profit at the "Proposed sale date"". But I haven't seen any evidence to suggest that the Supplier gave any assurances or guarantees about the future value of the Timeshare Mr W purchased. The documentation provided makes no such reference".*

I've looked again at the sales documentation provided by the PR. At no point is there any reference to *"an ownership interest in a select resort which could be sold for a profit at the "Proposed sale date"".* I have seen a document relating to the purchase in February 2009 which is headed *"Acquisition Agreement"* between the Supplier and Mr W. It shows that Purchase Agreement relates to:

1. APPLICATIONS FOR MEMBERSHIP OF THE COMPANY; and
2. PURCHASE OF POINTS RIGHTS.

And as I explained in my PD, I haven't been provided with any documentation relating to a purchase in August 2009. Therefore, based upon all the evidence provided, I'm not persuaded that Mr W was told that the timeshare products he purchased involved any property or resort ownership interest or were represented as an investment in the ways alleged.

The PR has asked that I provide copies of the marketing materials I've seen. But as I explained in my PD:

> *"I haven't seen any documentation which supports the assertions in Mr W's complaint, such as marketing material or any of the wider purchase documentation from the Time of Sale that echoes what the PR says Mr W was told".*

The only documentation I've seen was provided by the PR and relates to the purchase in February 2009. It includes documents headed:

- Acquisition Agreement.
- Acquisition Agreement acceptance by Vendor Company.
- Points Rights Certificate.

No such documentation has been provided for the purchase in August 2009.

Furthermore, whilst the PR alleges that the Supplier failed to inform Mr W of the fact he was buying something that it was not lawfully entitled to sell, I've not seen any evidence to support that. From what I know of this particular type of timeshare, the purchase agreements were governed under English Law. And given when the products were purchased, they would have been governed under the Timeshare Regulations 1997 (which amended the Timeshare Act 1992). None of those provisions prohibited the sale of timeshares like the ones Mr W bought.

These types of agreements also fall within the later definition of a timeshare contained within the Timeshare Regulations (2010). So, I'm satisfied that these types of timeshares have never been prohibited to be sold under English Law, either at the time of Mr W's purchases or after.

Conclusion

In summary, having carefully considered everything the PR has said, I haven't seen anything that persuades me to vary from the findings in my PD. Some of the PR's arguments appear to expand upon those included within the original Letter of Complaint. But as I said previously, I can't be certain about what Mr W was or wasn't told at the Time of each Sale. And having considered the documentary evidence, I haven't seen anything to support what Mr W alleges he was told. Whilst I do appreciate he will be very disappointed; I can't fairly and reasonably say that BPF needs to do anything more here.

My final decision

For the reasons set out above, I don't uphold Mr W's complaint about Clydesdale Financial Services Limited trading as Barclays Partner Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 June 2025.

Dave Morgan
Ombudsman