

The complaint

Mr and Mrs K has complained about several matters arising out of a loan taken from Shawbrook Bank Limited (the 'Lender') to pay for a timeshare.

What happened

On 17 September 2017 (the 'Time of Sale'), Mr and Mrs K agreed to purchase a trial timeshare product (the 'Timeshare') from a timeshare provider (the 'Supplier'). The Purchase price agreed of £4,595 (the 'Purchase Agreement') was funded under a new Fixed Sum Loan Agreement with the Lender (the 'Credit Agreement') over 36 months.

In August 2021, Mr and Mrs K wrote directly to the Lender to complain that the Supplier was not authorised to broker loans (the 'First Letter of Complaint'). They also asked for evidence of what checks were undertaken concerning the loan and its suitability, making specific reference to the requirements of CONC¹ 5.2.1R.

The Lender issued a written response dated 14 September 2021 rejecting the complaint on every ground. In particular, the Lender didn't agree the Supplier wasn't authorised to arrange the loan. Further the Lender didn't agree it had provided the loan irresponsibly or that it was unaffordable for Mr and Mrs K.

In January 2022, Mr and Mrs K – using a professional representative (the 'PR') – referred their complaint to the Financial Ombudsman Service. Upon doing so, the PR expanded the complaint to include various other allegations not previously included within the complaint submitted to the Lender.

One of this service's investigators considered all the evidence and information available relating to the complaint points included within the First Letter of Complaint. Having done that, the investigator didn't think Mr and Mrs K's complaint should be upheld.

Mr and Mrs K didn't agree with the investigator's findings and asked that an ombudsman consider the complaint further and reach a final decision. However, in October 2023, the PR contacted this service to advise that Mr and Mrs K wished to withdraw their complaint. So, the complaint was closed as a result.

On 13 December 2023, the PR (on Mr and Mrs K's behalf) wrote to the Lender to complain again (the 'Second Letter of Complaint'). This new complaint raised various concerns and allegations, some of which had already been included in the First Letter of Complaint. In particular, the new complaint included the following allegations:

- The Supplier wasn't authorised to arrange the Loan with the Lender.
- There was no evidence the Lender had completed the necessary affordability checks to ensure the loan was sustainably affordable for Mr and Mrs K.
- Misrepresentations by the Supplier at the Time of Sale giving them a claim against the Lender under Section 75 of the CCA ('S75'), which the Lender failed to accept and pay.
- A suggestion the Supplier had breached the contract giving them a claim against the Lender under S75, which the Lender failed to accept and pay.

¹ The Consumer Credit Sourcebook ('CONC') – part of the Financial Conduct Authority Handbook

- The Lender being party to an unfair credit relationship under the Credit Agreement and related Purchase Agreement for the purposes of Section 140A of the CCA ('S140A').

I don't propose to list the various specific allegations at this stage as both sides are familiar with them. However, where I believe it necessary, I may refer to them later in my decision.

The Lender issued a written response to the Second Letter of Complaint on 16 February 2024 rejecting it on every ground. The Lender said it had already considered the allegations of the Supplier's authorisation and the affordability of the loan in their response to the First Letter of Complaint. And as regards the additional complaint allegations, the Lender didn't agree they should be upheld.

Mr and Mrs K didn't accept the Lender's findings and response. So, the PR referred their complaint to the Financial Ombudsman Service on 16 August 2024. Having considered all the evidence and information available, one of this service's investigators thought:

- Mr and Mrs K's complaint that the Supplier wasn't authorised to arrange the loan with the Lender and that the Lender had provided the loan irresponsibly, having failed to conduct the required checks, should be dismissed pursuant to DISP² 3.3.4 (5) R.
- Mr and Mrs K's complaint about the Supplier's alleged misrepresentations at the Time of Sale was raised too late under the provisions of the Limitation Act 1980 (the 'LA').
- Mr and Mrs K's complaint suggesting the Lender's participation in a credit relationship that was unfair to them was made in time under the limits that apply, but the Lender's rejection of those concerns wasn't unfair or unreasonable.

The PR didn't agree with the investigator's findings. In particular arguing that Section 32 of the LA should be applied to postpone the times limits that apply. It also reiterated its arguments as to why it believes Mr and Mrs K's complaint should be upheld.

As an informal resolution could not be reached, Mr and Mrs K's complaint was passed to me.

Having considered the relevant information about this complaint, I was inclined to reach the same conclusion as our investigator. In some parts for slightly different reasons and in other's I wanted to take the opportunity to expand upon the reasoning. So, I issued a provisional decision ('PD') on 9 July 2025, giving Mr and Mrs K and Shawbrook Bank Limited the opportunity to respond to my findings, before I reach a final decision.

In my PD, I said:

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 decided that Mr and Mrs K's complaint against the Lender - insofar as it relates to allegations about the Supplier's authorisation to arrange the loan and a failure to undertake proportionate affordability checks - should be dismissed pursuant to DISP 3.3.4A as this service had previously considered those particular aspects as part of a previous complaint referral. I have explained my reasons for that in more detail in a separate decision.

Therefore, this decision specifically addresses Mr and Mrs K's complaint about the Lender unfairly deciding against paying a claim under Section 75 of the CCA ('S75') and the Lender being party to an unfair credit relationship under the Credit Agreement and related Purchase Agreement for the purposes of S140A

² The Dispute Resolution (DISP): Complaints Sourcebook – Part of the Financial Conduct Authority Handbook

Relevant considerations

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.

The CCA introduced certain protections that afforded consumers (like Mr and Mrs K) a right of recourse against lenders that provide the finance for the acquisition of goods or services (like the Timeshare purchased) from suppliers.

The concerns Mr and Mrs K have about the sale of the Timeshare they purchased only constitute a complaint that the Financial Ombudsman Service has the authority to consider if those concerns are considered with at least one of those provisions of the CCA in mind.

S75 provides protection to consumers for goods or services bought using credit. Mr and Mrs K paid for the Timeshare under a new Credit Agreement with the Lender specifically for that purpose. So, it isn't in dispute that S75 applies here – subject to any restrictions and limitations. So, where the requirements of the CCA are met, it means Mr and Mrs K are afforded the protection offered to borrowers like them under those provisions. As a result, I've taken this section into account - together with any related provisions within the CCA - when deciding what's fair in the circumstances of this case.

S140A looks at the fairness of the relationship between Mr and Mrs K and the Lender arising out of the Credit Agreement (taken together with any related agreements). And because the product purchased was funded under that Credit Agreement, they're deemed to be related agreements.

Given the facts of Mr and Mrs K's complaint, relevant law also includes the LA. This is because the original transaction - the purchase funded by the Credit Agreement with the Lender - took place in September 2017. 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.

I want to make it clear that I've based my decision on what I think is more likely than not to have happened given the evidence that's available from the time and the wider circumstances. When doing that, my role isn't to address every single point that's been made. So, I'm only going to refer to what I believe are the most salient points having considered everything that's been said and provided by both sides.

Mr and Mrs K's S75 complaint

S75 operates quite differently to S140A and, when it applies, it can give borrowers a very different ground for complaint against a lender. Whereas S140A imposes responsibilities on creditors in relation to the fairness of their credit relationships, S75 simply creates a financial liability that the creditor (the Lender) is bound to pay. Liability under S75 isn't based upon anything a lender does wrong. Rather upon misrepresentations and breaches of contract by the Supplier. S75 imposes on a lender a "like claim" to that which the borrower enjoys against the supplier. If a lender is notified of a valid S75 claim, it should pay its liability. And if it fails or refuses to do so, that can give rise to a complaint to this service.

So, when a complaint is referred to this service on the back of an unsuccessful S75 claim or complaint, the act or omission that engages this service's jurisdiction is the creditor's refusal to accept or pay the debtor's claim. This is distinct from anything that occurred before the claim was made such as the supplier's alleged misrepresentation(s) and/or breach(es) of contract.

Was Mr and Mrs K's S75 complaint made in time?

As far as Mr and Mrs K's S75 complaint is concerned, the six- and three-year time limits (under DISP 2.8.2 (2) R) don't usually start until the respondent firm answers and refuses the claim. Here, the Lender refused to accept and reimburse Mr and Mrs K under the claim and complaint initiated in the Second Letter of Complaint dated 13 December 2023. So, the primary time limit only started once the Lender responded – here that was in writing on 16 February 2024. And as this complaint about the Lender's handling of Mr T's complaint was referred to this service on 16 August 2024, it was made in time for the purpose of the rules on this service's jurisdiction.

So, having decided this service is able to consider this aspect of Mr and Mrs K's complaint, I've considered the allegations and circumstances further.

Mr and Mrs K's misrepresentation complaint under S75

Having done so, I don't think it would be fair or reasonable to uphold Mr and Mrs K's complaint for reasons relating to the S75 misrepresentation claim. As a general rule, creditors can reasonably reject S75 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 and Mrs K's S75 claim was time-barred under the LA before it was put to the Lender.

As I've explained, a claim under S75 is a "like" claim against the creditor. It essentially mirrors the claim Mr and Mrs K 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 S75, 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 and Mrs K entered into the purchase of the Timeshare at that time based upon the alleged misrepresentations of the Supplier – which Mr and Mrs K say they relied upon. And as the Credit Agreement with the Lender provided funding to help finance that purchase, it was when they entered into the Credit Agreement that they allegedly suffered the loss.

Mr and Mrs K first notified the Lender of their concerns in the Second Letter of Complaint dated 13 December 2023. And as more than six years had passed between the Time of Sale and when that complaint was first put to the Lender, I don't think it was ultimately unfair or unreasonable of the Lender not to uphold their concerns about the Supplier's alleged misrepresentations.

Could the limitation period be postponed?

The PR argue that the limitation period should be postponed under Section 32 of the LA ('S32') because facts relevant to Mr and Mrs K's claim were deliberately concealed and only revealed when they sought professional advice. The PR also suggests that a postponement under S32 is appropriate where the Supplier is guilty of fraudulent misrepresentation.

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*" [my emphasis]. But the PR haven't provided me with any persuasive evidence to demonstrate that the Supplier deliberately concealed anything in relation to the various allegations that Mr and Mrs K wouldn't have realised well before they submitted the claim/complaint. And as I still can't see why, given the allegations fuelling the claim, these particular issues

prevented Mr and Mrs K from making a claim or - at the very least - raising a complaint earlier, my view is that this particular argument by the PR doesn't help her cause.

The PR has also not provided any persuasive evidence to support its allegation that the Supplier is guilty of fraudulent misrepresentation.

Based upon my findings above, I'm not persuaded that there's any reason why a court might decide time could be extended in keeping with the provisions of s.32.

Mr and Mrs K's breach of contract claim under S75

Mr and Mrs K say that they could not holiday where and when they wanted to due to a lack of availability. They also say that accommodation available wasn't of the standard shown to them at the Time of Sale. On my reading of the complaint, I think this suggests that they consider that the Supplier was not living up to its end of the bargain and had breached the Purchase Agreement.

Like any holiday accommodation, availability was not unlimited – given the higher demand at peak times, like school holidays, for instance. The 'Trial Membership Members Declaration' Mr and Mrs K signed at the Time of Sale says (under note 4.) "...accommodation varies from resort to resort, the allocation is subject to availability and demand".

Furthermore, Mr and Mrs K haven't provided any specific details or evidence to support their allegations here. I haven't seen anything that demonstrates they weren't able to secure the bookings they wanted. I also haven't seen anything that evidences the type and quality of accommodation they were shown compared to what was available to them. And because of that, I can't say that I've seen enough to persuade me that the Supplier did breach the terms of the Purchase Agreement in the ways suggested.

S140A: Did the Lender participate in an unfair credit relationship?

I have already explained why I don't think it was ultimately unfair or unreasonable of the Lender not to uphold Mr and Mrs K's concerns about the Supplier's alleged misrepresentations and also why I am not persuaded that the contract entered into by Mr and Mrs K was breached 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 and Mrs K also say that the credit relationship between them and the Lender was unfair under S40A, when looking at all the circumstances of the case, including parts of the Supplier's sales process at the Time of Sale that they have concerns about.

The court may make an order under S140B in connection with a credit agreement if it determines that the relationship between the creditor (the Lender) and the debtor (Mr and Mrs K) is unfair to the debtor because of one or more of the following (from S140A):

- 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 S140A. But as it's relevant law, I've considered it when looking at the various allegations.

A claim under S140A isn't limited to what happened immediately before or at the time a credit agreement and any related agreement were entered into. The High Court held in *Patel v Patel* [2009] EWHC 3264 (QB) (which was more recently approved by the Supreme Court in the case of *Smith v Royal Bank of Scotland Plc* [2023] UKSC34), 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*". In that case it was deemed either the date of the trial in the case of an existing credit relationship 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 and Mrs K and the Lender continues while the Credit Agreement remains live. So, that relationship only ends once the Credit Agreement ends and any borrowing under it has been repaid.

I understand that Mr and Mrs K completed full repayment of their loan with the Lender within the contracted term of 36 months – so by September 2020. As this is within six years of when Mr and Mrs K's complaint was submitted to the Lender, I think their complaint under S140A was made in time. So, it is those concerns that I will explore here.

Having considered the entirety of the credit relationship between Mr and Mrs K and the Lender, along with all of the circumstances of the complaint, I do not think the credit relationship between them was likely to have been rendered unfair for the purposes of S140A. When coming to that conclusion, and in carrying out my analysis, I have considered:

- The Supplier's sales and marketing practices at the Time of Sale.
- The provision of information by the Supplier at the Time of Sale, including the contractual documentation and any disclaimers made by the Supplier;
- Evidence provided by both parties on what was likely to have been said and/or done at the Time of Sale; and
- 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 and Mrs K and the Lender.

Misrepresentation

In determining if the relationship is unfair under S140A I think the alleged misrepresentations are relevant here. Further, even though I think it likely they couldn't be considered under S75 due to the effects of the LA, I think they could still be considered under S140A³. 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.

In particular, the PR alleges Mr and Mrs K were told:

- They would be entitled to take 6 holidays at any of the Vendors 5 star resorts.
- They would enjoy priority membership booking.
- The prospect of guaranteed availability for holidays at short notice.
- Access to resorts across the globe and not just restricted to those within Europe.

³ See *Scotland & Reast v. British Credit Trust Limited* [2014] EWCA Civ 790

For me to conclude there was misrepresentation by the Supplier in the ways that have 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 Timeshare to Mr and Mrs K. In other words, that the Supplier told Mr and Mrs K 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 and Mrs K to enter into the Purchase Agreement. This means I would need to be persuaded that they reasonably relied upon false statements when deciding to buy the Timeshare.

From the information available, I can't be certain about what Mr and Mrs K were specifically told (or not told) about the benefits of the Timeshare they purchased at the Time of Sale. While the PR has detailed what Mr and Mrs K suggest was represented to them by the Supplier, there doesn't appear to be any evidence to substantiate those allegations. However, it is indicated that they were 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 and Mrs K's complaint. And I can't see that they have provided details of any of the marketing materials they saw or the wider purchase documentation from the Time of Sale that echoes what the PR says they were told.

I haven't seen any evidence to suggest that the Supplier gave any assurance or guarantee that they would be able to secure bookings at their preferred destination at any time of their choosing. The documentation provided makes no such reference and as I explained earlier, I understand that bookings made under these timeshare products operate on a first come first served basis being subject to availability.

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 and Mrs K purchased in the ways alleged.

The allegation of pressure

Mr and Mrs K's complaint suggests they were pressured by the Supplier into purchasing the Timeshare and entering into the Credit Agreement at the Time of Sale. I acknowledge that they may have felt weary after a sales process that may well have gone on for a long time. But they say little about what was said and/or done by the Supplier during their sales presentation that made them feel as if they had no choice but to purchase the Timeshare when they simply did not want to.

I've seen a copy of the 'Trial Timeshare Agreement' Mr and Mrs K signed at the Time of Sale. Schedule 2 on page 3 of the agreement is headed 'SEPARATE STANDARD WITHDRAWAL FORM TO FACILITATE THE RIGHT OF WITHDRAWAL'. A boxed section below that heading clearly explains Mr and Mrs K's right to withdraw from the Purchase Agreement within 14 calendar days without giving any reason. It also confirms that right of withdrawal "*starts from 17/09/2017*". They were also given a 14-day cooling off period – prominent under the heading 'YOUR RIGHT TO WITHDRAW' above their signature on the Credit Agreement.

However, Mr and Mrs K have not provided a credible explanation for why they did not cancel either the Purchase Agreement or the Credit Agreement during that time. Furthermore, I've seen no evidence that Mr and Mrs K raised any previous concerns with either the Supplier or the Lender prior to their complaints being submitted. And with all of that being the case, there is insufficient evidence to demonstrate that Mr and Mrs K made the decision to purchase the Timeshare because their ability to exercise that choice was significantly impaired by pressure from the Supplier.

Annual Maintenance Fees

The PR says that the Supplier failed “*to explain the basis and purpose of the maintenance fees levied...[Mr and Mrs K] were assured by the Retailer that the fees would not increase each year or, if they did increase, would do so a reasonable scale*”.

I've considered this allegation within the context of the documentary evidence available from the Time of Sale. The Timeshare Mr and Mrs K purchased was a 'Trial Membership' and so doesn't attract any annual maintenance or management charges. This is confirmed in note 5 on page 2 of the Purchase Agreement headed, 'Trial Membership Agreement Conditions'. That section says:

“RESERVATION FEES FOR TRIAL MEMBERSHIP

There are Reservation fees as set out in the Trial Membership Regulations but no annual Membership fees or maintenance/service charges”.

So, based upon the evidence available, Mr and Mrs K's recollections appear inconsistent as the documentation doesn't support that allegation. And given Mr and Mrs K haven't provided any evidence to demonstrate that they were charged maintenance fees, or the extent to which they allegedly increased, I'm not persuaded that they did.

In conclusion, therefore, given all the facts and circumstances of this complaint, I don't currently think the credit relationship between the Lender and Mr and Mrs K was rendered unfair to them 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.

Summary

I would like to reassure Mr and Mrs K that I've carefully and thoroughly considered everything that they and the PR have said and provided, together with the evidence that's available from the Time of Sale. Having done that, I can't reasonably conclude that the Lender acted unfairly or unreasonably in reaching the decision it did. In the circumstances, I do not intend to ask the Lender to do anything more here.

As the time given for response has passed, Mr and Mrs K's complaint has been passed back 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.

In response to my PD, the Lender confirmed it had nothing further to add. However, the PR responded confirming that Mr and Mrs K did not accept my provisional findings. In doing so, the PR set out various reasons and arguments to support Mr and Mrs K's rejection. These included:

- Seeking clarification of what I meant by “*other allegations not previously included in the complaint submitted to the lender*”, when referring to the PR's original referral of Mr and Mrs K's complaint to this service on 28 January 2022.
- The suggestion that parts of Mr and Mrs K's complaint should not be dismissed pursuant to DISP 3.3.4A given those aspects had not previously been decided upon by an ombudsman – rather that they were only considered by *an initial investigator*”.
- In considering the PR's arguments as to why S32 (of the LA) should enable postponement of any limitation, I'd “*not fully considered the testimonial evidence*

provided by way of the Second Letter of Complaint and the Complaint itself”.

- I should reconsider the evidential analysis relating to Mr and Mrs K’s testimony and how it supports their breach of contract claim under S75.
- I should place greater reliance upon Mr and Mrs K’s testimonial evidence when considering the Supplier’s sales and marketing practices led to unfairness pursuant to S140A.

The Suppliers authorisation and the affordability checks

As I explained in my PD, I decided that these aspects should be dismissed as they had previously been considered by this service. I explained my reasons for that in a separate decision. The relevant rules that apply can be found in DISP 3.3.4A and DISP 3.9.1A.

Because an ombudsman decision is our final stage, this service can’t take things any further in relation to these particular points.

Mr and Mrs K’s testimonial evidence

The crux of the PR’s latest arguments focuses upon the extent to which it believes I should rely upon Mr and Mrs K’s own testimonies and recollections – as incorporated within the various Letters of Complaint - with the implication being that I should place greater weight upon Mr and Mrs K’s own testimony, thus discounting any counter arguments and/or testimony from the Lender.

The difficulty I have is identifying and corroborating what was actually said and done at the Time of Sale. The PR has provided limited evidence to support what Mr and Mrs K allege happened, although I acknowledge everything they have said.

Ultimately, it seems that the parties to this complaint take differing views upon what happened or was likely to have happened. And where that is the case, I must consider the extent to which each parties testimony is evidentially supported. So, in considering Mr and Mrs K’s allegations, I’ve thought about those alongside the limited evidence that is available from the Time of Sale. And that evidence doesn’t appear to support Mr and Mrs recollections.

As an example, I’ve seen no evidence of any (alleged) attempts to make bookings during the life of the Timeshare, or that shows those attempts were unsuccessful. Furthermore, the documentation appears to include no assurance as to the features and quality of accommodation available to them. And as I said in my PD, Mr and Mrs K haven’t been able to demonstrate what they were shown relative to what was actually available for them. At the very least, I would expect Mr and Mrs K to have raised their concerns with the Supplier at the earliest opportunity. But I’ve seen no evidence of that either.

The PR argues that whilst Mr and Mrs K’s withdrawal rights may have been included in the documentation, they weren’t highlighted to them. On balance, I find that unlikely. As I explained in my PD, those rights were prominent within both the Purchase and Credit Agreements close to where Mr and Mrs K signed them. So, on balance, I’m not persuaded they wouldn’t have been aware of those rights.

Summary

I would like to reassure Mr and Mrs K that I have carefully considered all of the arguments raised by the PR in response to my PD. Whilst I may not have specifically commented on every point raised, I can’t see that anything new has been provided such that it persuades me to vary from my provisional findings. As such, my final decision remains unchanged, and I will not be asking the Lender to do anything more here.

My final decision

For the reasons set out above, I don't uphold Mr and Mrs K's complaint about Shawbrook Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 3 September 2025.

Dave Morgan
Ombudsman