

The complaint

Mr H's complaint is, in essence, that Shawbrook Bank Limited (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with him under Section 140A of the Consumer Credit Act 1974 (as amended) (the 'CCA') and (2) deciding against paying claims under Section 75 of the CCA.

What happened

Mr H was a member of a timeshare club (the 'European Collection') offered by a timeshare provider (the 'Supplier'). He purchased a total of 12000 points in the club. In 2014 he exchanged 5500 of those points for points in a new timeshare product that I'll call the 'Fractional Club' – which he bought on 5 February 2014 (the 'Time of Sale'). He entered into an agreement with the Supplier to buy 5500 fractional points at a cost of £5,500 (the 'Purchase Agreement'). It is the sale of the Fractional Club membership to him that is at the heart of this complaint.

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

Mr H paid for their Fractional Club membership by taking finance of £5,500 from the Lender (the 'Credit Agreement').

Mr H – using a professional representative – wrote to the Lender on 15 October 2018 (the 'Letter of Complaint') to raise a number of concerns – including that Fractional Club membership had been sold as an investment when it has no resale value, it didn't provide the exclusive membership he had been told it would and annual maintenance fees had increased more than had been promised.

The Lender dealt with Mr H's concerns as a complaint and issued its final response letter on 15 January 2019, rejecting the complaint on every ground. Mr H – through a different professional representative (the 'PR') – wrote again to the Lender on 21 May 2019 raising the concerns previously raised about the sale of Fractional Club membership along with some additional concerns. These are well known to the parties and as such it isn't necessary to repeat them in detail here. However, in addition to the complaint about the sale of Fractional Club membership the PR also complained about the sale of a further 8500 points in the European Collection in May 2017.

The complaint was then referred to our service and was assessed by an Investigator who, having considered the information on file, thought the complaint about the sale of Fractional Club membership should be upheld on its merits. As the Lender didn't agree with the opinion of the investigator the matter was passed to me for decision. I issued a provisional decision explaining why I thought the complaint should be upheld the findings from which are set out below.

"I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. And having done that, I currently think

that the complaint about the sale of Fractional Club membership should be should be upheld because the Supplier breached Regulation 14(3) of the Timeshare Holiday Products, Resale and Exchange Contracts Regulations 2010 (the 'Timeshare Regulations') by marketing and/or selling Fractional Club membership to Mr H as an investment, which, in the circumstances of this complaint, rendered the credit relationship between him and the Lender unfair to him for the purposes of Section 140A of the CCA.

However, 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, while I recognise that there are a number of aspects to this complaint, it is not necessary to make formal findings on all of them because, even if one or more of those aspects ought to succeed, the redress I am currently proposing puts Mr H in the same or a better position than he would otherwise be in.

Further, Mr H has accepted the investigator's opinion, so he has not disputed the rejection of his complaint of the sale of his European Collection points in 2017. Given that, I will not consider that complaint in this decision.

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

Having considered the entirety of the credit relationship between Mr H and the Lender along with all of the circumstances of the complaint, I think the credit relationship between them was likely to have been rendered unfair for the purposes of Section 140A. When coming to that conclusion, and in carrying out my analysis, I have looked at:

- 1. The Supplier's sales and marketing practices at the Time of Sale – which includes training material that I think is likely to be relevant to the sale;*
- 2. The provision of information by the Supplier at the Time of Sale, including the contractual documentation and disclaimers made by the Supplier;*
- 3. Evidence provided by both parties on what was likely to have been said and/or done at the Time of Sale; and*
- 4. The inherent probabilities of the sale given its circumstances.*

I have then considered the impact of these on the fairness of the credit relationship between Mr H and the Lender.

The Supplier's alleged breach of Regulation 14(3) of the Timeshare Regulations

The Lender does not dispute, and I am satisfied, that Mr H's Fractional Club membership met the definition of a "timeshare contract" and was a "regulated contract" for the purposes of the Timeshare Regulations.

Regulation 14(3) of the Timeshare Regulations prohibited the Supplier from marketing or selling Fractional Club membership as an investment. This is what the provision said at the Time of Sale:

"A trader must not market or sell a proposed timeshare contract or long-term holiday product contract as an investment if the proposed contract would be a regulated contract."

But Mr H says that the Supplier did exactly that at the Time of Sale. The Letter of Complaint states that he was told that the purchase "was an investment as the product would hold its value and have long term saleability". The PR has provided an unsigned and undated

document setting out Mr H's recollection of the sale in which he refers to Fractional Club membership being sold as an investment.

The term "investment" is not defined in the Timeshare Regulations. But for the purposes of this provisional decision, and 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.

A share in the Allocated Property clearly constituted an investment as it offered Mr H the prospect of a financial return – whether, or not, like all investments, that was more than what he and Mr H first put into it. But it is important to note at this stage that the fact that Fractional Club membership included an investment element did not, itself, transgress the prohibition in Regulation 14(3). That provision prohibits the marketing and selling of a timeshare contract as an investment. It doesn't prohibit the mere existence of an investment element in a timeshare contract or prohibit the marketing and selling of such a timeshare contract per se.

In other words, the Timeshare Regulations did not ban products such as the Fractional Club. They just regulated how such products were marketed and sold.

To conclude, therefore, that Fractional Club membership was marketed or sold to Mr H 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 him as an investment, i.e. told him or led him to believe that Fractional Club membership offered him the prospect of a financial gain (i.e., a profit) given the facts and circumstances of this complaint.

There is evidence in this complaint that the Supplier made efforts to avoid specifically describing membership of the Fractional Club as an 'investment' or quantifying to prospective purchasers, such as Mr H and Mr H, 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 was not sold to Mr H as an investment.

For example, the Terms and Conditions attached to the Purchase Agreement include the following:

"You should not purchase Your [...] Fractional Points as an investment in real estate. The Purchase Price paid by you relates primarily to the provision of memorable holidays for the duration of your ownership."

And Mr H also signed a Customer Compliance Statement which included several statements with 'yes' and 'no' tick boxes with one of the statements ticked yes stating:

" We understand that the purchase of our [...] Fractional points is an investment in our future holidays and that it should not be regarded as a property or financial investment. We recognize that the sale price achieved on the sale of the property in the owners club (and to which our [...] Fractional Points have been attributed)

will depend on market conditions at that time, that property prices can go down as well as up and there is no guarantee as to the eventual sale price of the Property."

However, weighing up what happened in practice is, in my view, rarely as simple as looking at the contemporaneous paperwork. It is significant in my view that the contractual paperwork that Mr H was provided with, including the Terms and Conditions and Customer

Compliance statement, would only have been provided after any sale presentation and his agreement to go ahead with purchasing Fractional Club membership.

Moreover, the examples I have referred to above, where the Supplier makes reference to the purpose of membership being for 'future and memorable' holidays didn't really apply in the case of Mr H. That is because he already had existing holiday rights at the time and the purchase of Fractional Club membership involved the transfer of some of those rights, not new holiday rights. So, the above disclaimers didn't address the reality of the purchase that Mr H made at the time.

With the above in mind I have considered whether it is more likely than not that the Supplier sold or marketed membership of the Fractional Club as an investment, in breach of Regulation 14(3) of the Timeshare Regulations, as Mr H says it did. And, having done so, I have concluded that the answer to this question is yes. I explain below why I have come to that conclusion.

How the Supplier marketed and sold the Fractional Club membership.

During the course of the Financial Ombudsman Service's work on complaints about the sale of timeshares, the Supplier has provided training materials and internal documentation that it said was relevant to how it trained its sales staff. Some of that material emphasised the benefits of owning an asset linked to an interest in real estate, but other parts of the material reiterated the need for its sales staff not to sell membership as an investment. More recently the Supplier has explained that much of the material was not actually used when selling memberships and that it had provided this in error to our service.

However, if I accept this at face value (which I have for the purposes of this decision) then I have no way of knowing how the Supplier trained its salespeople. I have also not been provided with the marketing material that prospective members such as Mr H would have been shown at the Time of Sale. So, in making my findings I have taken into account all the available evidence, including Mr H's recollection of the sale, the sales documentation, the arguments put by the Supplier and Lender, as well as the wider circumstances of the purchase.

The testimony of Mr H as to what happened provided by the PR says the following:

"great holidays for us both at the resorts that are wheelchair friendly whilst your investment works for you and they were happy to be selling the fractional as an investment and the way they spoke about the investment convinced us to go with it what had we to lose, we would own a fraction of a property but did not have to use that property if we did not wish to and could use our points to go to a different place, we was advised at the end of the term we would be able to sell our share for a profit due to the increase in market value year upon year whilst we was told the points would help us to get the holiday we wanted."

*I am mindful that this testimony is unsigned and undated and has been provided after the judgment in *Shawbrook & BPF v FOS* which confirmed that the marketing of a fractional points club membership as an investment was a key issue when deciding whether a credit agreement was unfair or not. And I have taken into account that because of this that there is a possibility that Mr H's testimony about the sale of Fractional Club membership as an investment has been influenced by what he has read since first making his complaint rather than his recollection of what happened at the Time of Sale.*

However, Mr H's circumstances at the Time of Sale, lends support to what he has said about being told Fractional Club membership was an investment that would provide him with a profit on sale, as I explain below.

Mr H was already a timeshare owner with 12000 points at the Time of Sale and Fractional Club membership simply involved the transfer of some of those points. It didn't give Mr H any holiday entitlement beyond what he was already entitled to, so this cannot have been a reason for him to purchase membership.

Given this, the Supplier must have promoted something other than taking holidays which persuaded Mr H into thinking that purchasing Fractional Club membership was worthwhile. The letter dated 21 May 2019 from the PR to the Lender referred to Mr H being concerned that his existing timeshare membership was 'written into perpetuity' – with one reason for this concern being that his obligations would pass to his children. So what is being suggested is that the shorter term of Fractional Club membership was of interest to Mr H and one of the reasons he purchased membership.

Mr H's European Collection membership wasn't for perpetuity, as the Lender has pointed out, and the points didn't transfer to his children automatically on his death. However, Fractional Club membership was shorter than Mr H's European Collection membership and I think it is more likely than not the Supplier will have highlighted this to Mr H at the Time of Sale. However, I am not satisfied he went ahead with the purchase because of this.

This is because the purchase of Fractional Club membership didn't bring to an end Mr H's European Collection membership, given he still had a significant number of points in that membership following the purchase. Moreover, in 2017 he purchased a further 8000 European Collection points. This isn't consistent with him being concerned about the length of time his European Collection membership would continue for.

Further, Mr H was 63 at the Time of Sale and, under the Supplier's exceptional circumstances policy, members could ask it to terminate their European Collection memberships when they turned 75. I have no reason to doubt that the Supplier would have expected to follow its own policy at the Time of Sale, so I can't see in practice that Fractional Club membership gave Mr H a shorter membership term in any event.

So, whilst I acknowledge the Supplier is likely to have highlighted the shorter membership term at the Time of Sale, given I don't think Mr H went ahead with the purchase for that reason the Supplier must have put forward another reason he should purchase Fractional Club membership.

There were only two other things that Fractional Club membership provided that were not available to Mr H through his existing European Collection membership. The first is the potential return on the sale of the Allocated Property. The second is the right to rent out Fractional Club points to offset the maintenance fees payable, if he chose not to use the points himself for holidaying.

Given the nature of the membership, I would find it surprising if the Supplier had not mentioned to Mr H the opportunity of renting out his points to generate an income if he was not using the points himself. However, he has made no reference to this as being a reason he purchased Fractional Club membership and as far as I am aware it isn't something he tried to do following his purchase.

Moreover, Mr H's European Collection membership from 2003 and the holiday reservations he made following purchase of Fractional Club membership show that he was interested in using his points for holidaying. So it is unlikely he had in mind that he would rent out his points to any great extent or that paying £5,500 for that right was worthwhile – given I have seen no evidence he was told that the rental income would be enough to match his annual maintenance fee or generate a profit after fees were paid in any event.

So, the purchase of Fractional Club membership by Mr H only makes sense in my view if there was some other benefit of membership. And the only other possible benefit was the return on the sale of the Allocated Property. So, I find it more likely than not that this was put forward to him as a reason to purchase membership. And, given that there must have been some tangible benefit put forward to suggest why Mr H purchase membership, I think it also more likely than not that the Supplier either explicitly said or suggested that he might make some financial gain or profit when membership ended.

So, whilst I acknowledge that Mr H's testimony as to being told Fractional Club membership was an investment which would provide him with a profit on sale has been provided late in the day, what he has said is supported in my view, by the overall circumstances of the sale as explained above. And, given this, I think it is more likely than not that at the Time of Sale Mr H was told that he would make a return on his investment when the membership ended, in breach of Regulation 14(3) of the Timeshare Regulations.

Was the credit relationship between the Lender and the Consumer rendered unfair?

Having found that the Supplier breached Regulation 14(3) of the Timeshare Regulations at the Time of Sale, I now need to consider what impact that breach had on the fairness of the credit relationship between Mr H and the Lender under the Credit Agreement and related Purchase Agreement – as the case law on Section 140A makes it clear that regulatory breaches do not automatically create unfairness for the purposes of that provision. Such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way.

Indeed, it seems to me that, if I am to conclude that a breach of Regulation 14(3) led to a credit relationship between Mr H and the Lender that was unfair to him and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led him to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

With that in mind I have considered what, more likely than not, led Mr H into entering into the Purchase Agreement and Credit Agreement. In his unsigned and undated witness testimony Mr H refers to needing holidays suitable for wheelchair use for his wife and that he was told Fractional Club membership was an investment which would provide a 'profit on sale due to the increase in market value year on year.'. I have already explained why holidaying wasn't a reason for Mr H to purchase Fractional Club membership, given he had such rights already. I have also explained why a shorter term and the ability to rent out his points don't explain his decision to purchase.

I accept that Mr H's evidence is brief, however it does seem to me to be in his own words and I have taken it to be his honest memories of the sale. Further, his evidence is in my view corroborated by the other circumstances of the sale I have discussed above. Given the only other real benefit to Mr H of Fractional Club membership was that it offered him the potential to make a gain or profit on the money paid for membership, and given what he has said, it is more likely than not this is why he decided to go ahead with the purchase. So, I accept his evidence on this point and I accept that his decision to purchase membership was motivated in the main by the prospect of a financial gain at the end of the membership period.

Mr H has not said, or suggested, for example, that he would have pressed ahead with the purchase had the Supplier not led him to believe that Fractional Club membership was an appealing investment opportunity. And as he faced the prospect of borrowing and repaying a substantial sum of money while subjecting himself to long-term financial commitments, had he not been encouraged by the prospect of a financial gain from membership of the Fractional Club, I'm not persuaded he would have pressed ahead with the purchase regardless.

In summary my findings are that the Supplier marketed and sold Fractional Club membership to Mr H as an investment in breach of Regulation 14(3) and he entered into the Purchase Agreement and Credit Agreement because of this.

Conclusion

Given the facts and circumstances of this complaint, I think the Lender participated in and perpetuated an unfair credit relationship with Mr H under the Credit Agreement and related Purchase Agreement for the purposes of section 140A CCA. And that being the case, taking everything into account, I think it is fair and reasonable to uphold this complaint.

I gave both parties the opportunity of responding to my provisional decision and providing any further information they wanted me to consider before making my final decision. The PR responded simply to say that Mr H accepted my provisional decision in principle. The Lender didn't agree with my provisional decision and provided a detailed response explaining why. I summarise the main points it made below.

- The ombudsman placed a strong reliance on undated and unsigned witness testimony and there is an absence of detail in the testimony as well as inconsistency between it and actions by Mr H which brings into question its reliability.
- The ombudsman has relied on the unsigned and undated witness testimony instead of the contemporaneous notes and /or documents from the Time of Sale.
- The ombudsman has acknowledged the real motivation for Mr H purchasing fractional club membership was the shorter term and when seen in the context of the disclaimers signed by Mr H it is unlikely the allegation it was sold as an investment is true.
- The original letter of complaint made no reference to fractional club membership being sold as an investment in the context of it providing a profit.
- The second letter of complaint makes entirely different allegations to those set out in the original letter of complaint which demonstrates that Mr H's allegations have been strongly influenced by the PRs which the ombudsman has failed to take into account.
- Mr H didn't make any enquiry as to what would happen to his fractional ownership and any profit he would have made when he enquired about relinquishing his purchase in 2019.
- What is clear from the contemporaneous documents is that Mr H purchased fractional club membership for a shorter term and because he wanted to purchase additional points for holiday use.
- The system notes make no mention of fractional club membership being referred to as an investment during the sale.
- The witness testimony lacks detail and is generic and Mr H has provided no detail on how fractional club membership was allegedly sold as an investment as it would be expected that there would have been information on likely returns and the mechanisms of how the agreement works as an investment.
- The ombudsman has gone beyond the scope outlined in *Shawbrook & BPF v FOS*. The ombudsman has fallen into error in conflating return on investment and a customer being told money will be returned upon sale.

- The question the ombudsman should have addressed, but didn't, is whether there was sufficiently compelling evidence that fractional club membership was sold as an investment.
- If the ombudsman had addressed that question the only reasonable answer would be that the underlying sales documentation provides no reason to consider there was any marketing or sale as an investment.

What I've decided – and why

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

I have carefully considered what the Lender has said in response to my provisional decision. But I am not persuaded that I should change the conclusion I came to that the Lender was party to an unfair credit relationship because Fractional Club membership was sold as an investment to Mr H which rendered the credit relationship between him and the Lender unfair. The findings from my provisional form part of the finding in this final decision unless I state to the contrary.

As I said in my provisional decision, it isn't necessary for me to address every point that has been made by the parties and if I haven't made a formal finding on a particular point it is because I don't consider it is necessary to decide what is fair and reasonable in this complaint.

The Lender's arguments come down in large part to it saying that the contemporaneous documents from the Time of Sale establish that Fractional Club membership wasn't sold as an investment and this is more compelling evidence than Mr H's unsigned and undated witness testimony. I have again considered the documents produced by the Supplier from the Time of Sale, however I don't think they are conclusive on the question of how membership was sold and why Mr H bought it.

They do not explain what was said by any salesperson during the sale, nor do they go to a central issue in this particular complaint – namely why Mr H bought a holiday product that did not enhance his holiday entitlement. I also don't find it surprising, given the prohibition in Section 14(3) of the Timeshare Regulations, that the Supplier's system notes don't explicitly refer to Mr H buying membership due to any investment element.

I acknowledged in my provisional decision that Mr H's testimony was provided late in the day and the possibility that this had been influenced by what he had read since making his complaint. But, as I also said, what is set out in that testimony is supported by the surrounding circumstances. As I explained, given Mr H already had European Collection membership, Fractional Club membership must have offered him something other than holidaying for him to agree to purchase this through taking out a loan for £5,500. So my decision wasn't based solely on Mr H's evidence.

The Lender has said that I acknowledged the real motivation for Mr H purchasing fractional club membership was the shorter term, but that is wrong. To the contrary, I explained clearly why the fact that Fractional Club membership had a shorter term to his European Collection membership wasn't, in my findings, a reason for him to purchase Fractional Club membership – namely because he remained a member of the European Collection after the purchase and even if he had wanted to get out of this he could have been likely to be able to have done so sooner than the Fractional Club membership ended in any event.

I also explained why the other benefit of Fractional Club membership – the ability to rent out

fractional points – wasn't a motivating reason for Mr H to purchase the membership as neither the Lender nor Mr H have referred to it as a reason behind the purchase.

I have thought about what the Lender has said about my conflating the idea of Mr H getting something back at the end of his membership and a positive return on investment, i.e. a profit. For the avoidance of doubt, I have had in my mind the definition of investment as set out in my provisional decision:

The term "investment" is not defined in the Timeshare Regulations. But for the purposes of this provisional decision, and 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.

In Mr H's testimony he used the word 'investment', but he also made reference to making a profit at the end of the membership term, so I am satisfied he was motivated by the idea of making a profit rather than simply getting something back.

I am still satisfied that it is more likely than not Fractional Club membership was marketed to Mr H as an investment – a transaction in which money or other property is laid out in the expectation or hope of financial gain or profit - in breach of Regulation 14(3) of the Timeshare Regulations and that he entered into the Purchase Agreement and Credit Agreement because of this.

Conclusion

Given the facts and circumstances of this complaint, I think the Lender participated in and perpetuated an unfair credit relationship with Mr H under the Credit Agreement and related Purchase Agreement for the purposes of section 140A CCA. And that being the case, taking everything into account, I think it is fair and reasonable to uphold this complaint.

Putting things right

Having found that Mr H would not have agreed to purchase Fractional Club membership at the Time of Sale were it not for the breach of Regulation 14(3) of the Timeshare Regulations by the Supplier (as deemed agent for the Lender), and the impact of that breach meaning that, in my view, the relationship between the Lender and the Consumer was unfair under section 140A of the CCA, I think it would be fair and reasonable to put him back in the position he would have been in had he not purchased the Fractional Club membership (i.e., not entered into the Purchase Agreement), and therefore not entered into the Credit Agreement, provided Mr H agrees to assign to the Lender his Fractional Points or hold them on trust for the Lender if that can be achieved.

Mr H was an existing European Collection member and that membership was traded in against the purchase price of Fractional Club membership. Under his European Club membership, he had 12000 European Club Points. And, like Fractional Club membership, he had to pay annual management charges as a European Collection member. So, had he not purchased Fractional Club membership, he would have always been responsible to pay an annual management charge of some sort. With that being the case, any refund of the annual management charges paid by Mr H from the Time of Sale as part of his Fractional Club membership should amount only to the difference between those charges and the annual management charges he would have paid as an ongoing European Collection member.

Also, as set out above, Mr H did not increase his holiday entitlement on the purchase of Fractional Club membership. It follows that any holidays he took could have been taken irrespective of the purchase that I have considered in this decision. So, I do not think it is fair

for the Lender to make any deduction for the holidays Mr H has taken using his Fractional Club membership.

Fair Compensation

So, here's what I think needs to be done to compensate Mr H with that being the case – whether or not a court would award such compensation:

- (1) The Lender should refund Mr H's repayments to it under the Credit Agreement, including any sums paid to settle the debt, and cancel any outstanding balance if there is one.
- (2) In addition to (1), the Lender should also refund the difference between Mr H's Fractional Club annual management charges paid after the Time of Sale and what his European Collection annual management charges would have been had he not purchased Fractional Club membership.

(I'll refer to the output of steps 1 and 2 as the 'Net Repayments' hereafter)

- (3) Simple interest at 8% per annum should be added to each of the Net Repayments from the date each one was made until the date the Lender settles this complaint. HM Revenue & Customs may require the Lender to take off tax from this interest. If that's the case, the Lender must give Mr H a certificate showing how much tax it's taken off if he asks for one.
- (4) The Lender should remove any adverse information recorded on Mr H's credit file in connection with the Credit Agreement reported within six years of this decision.
- (5) If Mr H's Fractional Club membership is still in place at the time of this decision, as long as he agrees to hold the benefit of his interest in the Allocated Property for the Lender (or assign it to the Lender if that can be achieved), the Lender must indemnify him against all ongoing liabilities as a result of his Fractional Club membership.

HM Revenue & Customs may require the Lender to take off tax from this interest. If that's the case, the Lender must give Mr H a certificate showing how much tax it's taken off if he ask for one.

My final decision

I uphold this complaint for the reasons set out above. Shawbrook Bank Limited must calculate and pay the redress to Mr H that I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 November 2025.

Philip Gibbons
Ombudsman