

The complaint

Mr and Mrs J's complaint is, in essence, that First Holiday Finance Ltd ('FHF') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with them under Section 140A of the Consumer Credit Act 1974 (as amended) (the 'CCA') and (2) deciding against paying a claim under Section 75 of the CCA.

Background to the complaint

Mr and Mrs J were members of a timeshare provider (the 'Supplier'), having purchased a trial membership from it previously. But the product at the centre of this complaint is their membership of a timeshare that I'll call the 'Fractional Club' – which they bought on 11 July 2017 (the 'Time of Sale'). They entered into an agreement with the Supplier to buy 1,000 fractional points at a cost of £16,905 (the 'Purchase Agreement').

Fractional Club membership was asset backed – which meant it gave Mr and Mrs J 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 their membership term ends.

Mr and Mrs J paid for their Fractional Club membership by taking finance of £14,542 from FHF (the 'Credit Agreement').

Mr and Mrs J – using a professional representative (the 'PR') – wrote to FHF on 13 November 2023 (the 'Letter of Complaint') to raise a number of different concerns. As those concerns haven't changed since they were first raised, and as both sides are familiar with them, it isn't necessary to repeat them in detail here beyond the summary above.

FHF dealt with Mr and Mrs J's concerns as a complaint and issued its final response letter on 31 January 2024, rejecting it on every ground.

The complaint was then referred to the Financial Ombudsman Service. It was assessed by an Investigator who, having considered the information on file, rejected the complaint on its merits.

Mr and Mrs J disagreed with the Investigator's assessment and asked for an Ombudsman's decision – which is why it was passed to me.

The legal and regulatory context

In considering what is fair and reasonable in all the circumstances of the complaint, I am required under DISP 3.6.4R to take into account: relevant (i) law and regulations; (ii) regulators' rules, guidance and standards; and (iii) codes of practice; and (where appropriate), what I consider to have been good industry practice at the relevant time.

The legal and regulatory context that I think is relevant to this complaint is, in many ways, no different to that shared in several hundred published ombudsman decisions on very similar complaints – which can be found on the Financial Ombudsman Service's website. And with that being the case, it is not necessary to set out that context in detail here. But I would add

that the following regulatory rules/guidance are also relevant:

The Consumer Credit Sourcebook ('CONC') – Found in the Financial Conduct Authority's (the 'FCA') Handbook of Rules and Guidance

Below are the most relevant provisions and/or guidance as they were at the relevant time:

- CONC 3.7.3 [R]
- CONC 4.5.3 [R]
- CONC 4.5.2 [G]

The FCA's Principles

The rules on consumer credit sit alongside the wider obligations of firms, such as the Principles for Businesses ('PRIN'). Set out below are those that are most relevant to this complaint:

- Principle 6
- Principle 7
- Principle 8

What I've decided – and why

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

Having done that, I've reached the same conclusion as our Investigator in that I do not think this complaint should be upheld.

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, if I have not commented on, or referred to, something that either party has said, that does not mean I have not considered it.

Section 75 of the CCA: the Supplier's misrepresentations at the Time of Sale

As both sides may already know, a claim against FHF under Section 75 essentially mirrors the claim Mr and Mrs J could make against the Supplier. Certain conditions must be met if this protection is engaged – which are set out in the CCA. FHF does not dispute that the relevant conditions are met in this complaint and simply rejected it. But there are certain time limits that apply – and I think these mean Mr and Mrs J's claim would've been time-barred anyway.

The Limitation Act 1980 sets out limitation periods, or time limits, for bringing various types of legal claim. For a claim based on contract, it's not generally possible to start court action more than six years after the cause of action arose. If a claim is brought too late, the respondent is likely to have a complete defence to the claim on that basis.

For claims relating to misrepresentation, the time limit would typically be six years from the date the claimant suffers damage as a result of the misrepresentation. For example, entering into a contract – and incurring liabilities – when they would otherwise not have done.

Mr and Mrs J's claim under Section 75 is that but for the Supplier's various alleged misrepresentations, she wouldn't have purchased the timeshare membership (and,

therefore, entered into the related loan with FHF). So it is the date on which she entered into those agreements that her cause of action arose, meaning she had six years from that date within which to bring this claim.

Mr and Mrs J purchased the membership on 11 July 2017. They raised their Section 75 claim on 13 November 2023 – more than six years later. So I think FHF had a complete defence to the claim, having been raised outside of the six-year statutory limit.

That being the case, I don't think FHF acted unfairly or unreasonably in declining Mr and Mrs J's claim. However, I have considered whether these alleged misrepresentations could have been something that caused an unfair credit relationship between FHF and Mr and Mrs J.

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

I've already explained why I'm not persuaded that Fractional Club membership was actionably misrepresented by the Supplier at the Time of Sale. But there are other aspects of the sales process that, being the subject of dissatisfaction, I must explore with Section 140A in mind if I'm to consider this complaint in full – which is what I've done next.

Having considered the entirety of the credit relationship between Mr and Mrs J and FHF along with all of the circumstances of the complaint, I don't 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 standard of the Supplier's commercial conduct – which includes its sales and marketing practices at the Time of Sale along with any relevant training material;
2. The provision of information by the Supplier at the Time of Sale in relation to Fractional Club membership, including the contractual documentation and disclaimers made by the Supplier;
3. The commission arrangements between FHF and the Supplier at the Time of Sale and the disclosure of those arrangements;
4. Evidence provided by both parties on what was likely to have been said and/or done at the Time of Sale;
5. The inherent probabilities of the sale given its circumstances; and, when relevant
6. Any existing unfairness from a related credit agreement.

I have then considered the impact of these on the fairness of the credit relationship between Mr and Mrs J and FHF given their circumstances at the Time of Sale.

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

Mr and Mrs J's complaint about FHF being party to an unfair credit relationship was made for several reasons.

I have firstly considered whether the misrepresentations they allege were made by the Supplier in the context of their Section 75 claim could have caused any unfairness for the purposes of Section 140A.

It was said in the Letter of Complaint that Fractional Club membership had been misrepresented by the Supplier at the Time of Sale because Mr and Mrs J were:

1. Told that they had purchased an investment that would "considerably appreciate in value".

2. Promised a considerable return on their investment because they were told that they would own a share in a property that would considerably increase in value.
3. Made to believe that they would have access to “the holiday apartment” at any time all year round.

However, neither points 1 nor 2 strike me as misrepresentations even if such representations had been made by the Supplier (which I make no formal finding on). Telling prospective members that they were investing their money because they were buying a fraction or share of one of the Supplier’s properties was not untrue. And even if the Supplier’s sales representatives went further and suggested that the share in question would increase in value, perhaps considerably so, that sounds like nothing more than a honestly held opinion as there isn’t enough evidence to persuade me that the relevant sales representative(s) said something that, while an opinion, amounted to a statement of fact that they did not hold or could not have reasonably held.

As for point 3, while it’s *possible* that Fractional Club membership was misrepresented at the Time of Sale for this reason, I don’t think it’s *probable*. The Purchase Agreement that Mr and Mrs J signed explained that they were ceding their Fractional Rights – the rights of exclusive use of the Allocated Property – in exchange for their Fractional Points, to exchange for the booking of other holiday resorts. I find it unlikely that the Supplier would’ve made promises of the type suggested in the Letter of Complaint in such clear contradiction of the paperwork Mr and Mrs J were given at the same time.

So, while I recognise that Mr and Mrs J and the PR have concerns about the way in which Fractional Club membership was sold by the Supplier, I do not think this caused any unfairness in Mr and Mrs J’s credit relationship with FHF such that it warrants a remedy.

Turning to the points specifically raised in relation to the potential unfairness of the relationship between Mr and Mrs J and FHF, the PR said in the Letter of Complaint that the right checks weren’t carried out before the loan was provided. Limited evidence is available to confirm what checks FHF made, given the time that has passed both since the loan was provided (in 2017) and settled (in 2019).

Even if I were to find that FHF failed to do everything it should have when it agreed to lend (and I make no such finding), I would have to be satisfied that the money lent to Mr and Mrs J was actually unaffordable before also concluding that they lost out as a result and then consider whether the credit relationship with FHF was unfair to them for this reason. Again, there is limited information on which to make a finding on this point. I note that Mr and Mrs J have said they ended up consolidating the loan into their mortgage as the “*loan cost was so high and we were really struggling*”. However we’ve not been provided with anything to evidence either their circumstances at the Time of Sale or the difficulties they allege the loan caused them. The evidence I do have shows that they were able to maintain the monthly payments to FHF and they do not appear to have contacted FHF at any time to say they were in any financial difficulty.

Taking all of this into account, I am not persuaded that the lending was unaffordable at the outset for Mr and Mrs J.

Connected to this is the suggestion by the PR that the Credit Agreement was arranged by an unauthorised credit broker, the upshot of which is to suggest that FHF wasn’t permitted to enforce the Credit Agreement. However, it looks to me like Mr and Mrs J knew, amongst other things, how much they were borrowing and repaying each month, who they were borrowing from and that they were borrowing money to pay for Fractional Club membership. And as the lending doesn’t look like it was unaffordable for them, even if the Credit Agreement was arranged by a broker that didn’t have the necessary permission to do so

(which I make no formal finding on), I can't see why that led to Mr and Mrs J suffering a financial loss – such that I can say that the credit relationship in question was unfair on them as a result. And with that being the case, I'm not persuaded that it would be fair or reasonable to tell FHF to compensate them, even if the loan wasn't arranged properly.

The PR also says that Mr and Mrs J were rushed into signing the contractual paperwork at the end of a long sales meeting, without having sufficient time to properly consider the implications of the agreement into which they were entering. I acknowledge and appreciate that Mr and Mrs J may have felt weary after a sales process that went on for a long time. But they have said 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 Fractional Club membership when they simply did not want to. They were also given a 14-day cooling off period and they have not provided a credible explanation for why they did not cancel the membership during that time. And with all of that being the case, there is insufficient evidence to demonstrate that Mr and Mrs J made the decision to purchase Fractional Club membership because their ability to exercise that choice was significantly impaired by pressure from the Supplier.

The PR also says that there was one or more unfair contract terms in the Purchase Agreement. But as I can't see that any such terms were operated unfairly against Mr and Mrs J in practice, nor that any such terms led them to behave in a certain way to their detriment, I'm not persuaded that any of the terms governing Fractional Club membership are likely to have led to an unfairness that warrants a remedy.

Overall, therefore, I don't think that Mr and Mrs J's credit relationship with FHF was rendered unfair to them under Section 140A for any of the reasons above. But there is another reason, perhaps the main reason, why the PR says the credit relationship with FHF was unfair to them. And that's the suggestion that Fractional Club membership was marketed and sold to them as an investment in breach of prohibition against selling timeshares in that way.

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

FHF does not dispute, and I am satisfied, that Mr and Mrs J'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 the PR says that the Supplier did exactly that at the Time of Sale – saying, in summary, that Mr and Mrs J were told by the Supplier that Fractional Club membership was the type of investment that would only increase in value.

The term "investment" is not defined in the Timeshare Regulations. But for the purposes of this 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 and Mrs J the prospect of a financial return – whether or not, like all investments, that was more than what they 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 and Mrs J as an investment in breach of Regulation 14(3), I have to be persuaded that it was more likely than not that the Supplier marketed and/or sold membership to them as an investment, i.e. told them or led them to believe that Fractional Club membership offered them the prospect of a financial gain (i.e., a profit) given the facts and circumstances of *this* complaint.

There is competing evidence in this complaint as to whether Fractional Club membership was marketed and/or sold by the Supplier at the Time of Sale as an investment in breach of regulation 14(3) of the Timeshare Regulations.

On the one hand, it is clear 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 and Mrs J, 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.

On the other hand, I acknowledge that the Supplier's sales process left open the possibility that the sales representative may have positioned Fractional Club membership as an investment. So, I accept that it's equally possible that Fractional Club membership was marketed and sold to Mr and Mrs J as an investment in breach of Regulation 14(3).

However, whether or not there was a breach of the relevant prohibition by the Supplier is not ultimately determinative of the outcome in this complaint for reasons I will come on to shortly. And with that being the case, it's not necessary to make a formal finding on that particular issue for the purposes of this decision.

Would the credit relationship between FHF and Mr and Mrs J have been rendered unfair to them had there been a breach of Regulation 14(3) of the Timeshare Regulations?

Having found that it was possible 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 and Mrs J and FHF 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 and Mrs J and FHF that was unfair to them and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led them to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

To help me decide this point, I've carefully considered what Mr and Mrs J have said in the course of their complaint about how the membership was sold to them and their motivation for purchasing it.

I would note first of all that the evidence in this respect is quite limited. Within the Letter of Complaint, it is said that Mr and Mrs J were told that they had purchased an investment that would increase in value. There was no further detail underpinning these statements within the Letter of Complaint, which are rather generic in nature. In fact, such assertions were made in an identical fashion by the PR in a number of other complaints.

When referring the complaint to us, the PR included a statement made by Mr and Mrs J with their recollections from the Time of Sale. Within this, I note they do make reference to the investment element of the Fractional Club membership and its apparent appeal to them:

“(The Supplier) also went on to say how much the value would grow explaining we would own part of that building and in 23 years when we come to sell it they would be looking to get us much more than [sic] we paid. It sounded like a great investment opportunity to us. We were buying guaranteed luxury for 2-3 holidays a year and investing in property.”

And:

“We bought into it for the holidays but also as a retirement investment.”

I've carefully considered what Mr and Mrs J have said on this point. And while I accept that they may well have been interested in a share in the Allocated Property and the prospect of a financial gain, I'm not persuaded that this was such an important factor to them that they would not have gone ahead with their purchase had this not been promoted to them by the Supplier.

Firstly, on my reading of the statement more broadly I think Mr and Mrs J had a strong interest in the holiday options by the Supplier. They already held a trial membership, and explained in some detail how the prospect of upgrading to a “full” membership appealed to them:

*“The sales guys explained to us that **the trial membership was not good enough for us** and they had just had someone upgrade from a great fractional ownership so could upgrade us to this for a much better price. They told us this would give us **more flexibility as a family of 6 who needed to go on holidays during the school holidays** and we could also use the mini breaks that we had on our trial membership for £129 per holiday for our friends and family... **They also said that the fractional ownership was great for us as we had enough points to have a few holidays each year** and showed us examples of how we could do this on the live booking system it looked great they even showed us 3 places we could afford the following year in school holidays for the 1000 points they wanted us to buy. **Having that opportunity to have a few holidays a year with our family was something we loved the idea of.**” (my emphasis)*

Mr and Mrs J also recalled the Supplier explaining that the annual costs of the membership were equivalent to what they had been spending on holidays already.

Indeed the vast majority of Mr and Mrs J's statement focuses on the holiday options – either their appeal prior to the purchase or how they were disappointed with their experiences in the years that followed. There is, by notable contrast, little said about the investment element. While some aspects of Mr and Mrs J's statement are quite detailed – recalling the number of people attending the Supplier's sales presentation – points regarding the investment element notably lack much by way of meaningful detail. Were this to have been a material factor in Mr and Mrs J's decision, I might expect more to have been said on this –

for example, what sort of return they might have hoped, or expected, to obtain. Instead they only talk in very general terms about it being “an investment”.

I also note some fairly significant inaccuracies in what Mr and Mrs J have said. For example, that the Allocated Property would be sold in 23 years – when in fact the sale date was 2033, and so 16 years from the Time of Sale. They also said they had been unable to book a holiday during the school holiday period, but their reservation history shows that booked a week’s holiday in Spain in the August of their first year of membership. This underlines the difficulty Mr and Mrs J will likely have had in recalling events some significant time after they happened. And while quite understandable, it makes it harder to place much weight on what they have said.

On balance, therefore, even if the Supplier had marketed or sold the Fractional Club membership as an investment in breach of Regulation 14(3) of the Timeshare Regulations, I am not persuaded that Mr and Mrs J’s decision to purchase Fractional Club membership at the Time of Sale was motivated by the prospect of a financial gain (i.e., a profit). On the contrary, I think the evidence suggests they would have pressed ahead with their purchase whether or not there had been a breach of Regulation 14(3). And for that reason, I do not think the credit relationship between Mr and Mrs J and FHF was unfair to them even if the Supplier had breached Regulation 14(3).

The Provision of Information by the Supplier at the Time of Sale

The PR says that a payment of commission from FHF to the Supplier at the Time of Sale should lead me to uphold this complaint because, simply put, information in relation to that payment went undisclosed at the Time of Sale.

As both sides already know, the Supreme Court handed down an important judgment on 1 August 2025 in a series of cases concerned with the issue of commission: *Johnson v FirstRand Bank Ltd, Wrench v FirstRand Bank Ltd and Hopcraft v Close Brothers Ltd [2025] UKSC 33* (*‘Hopcraft, Johnson and Wrench’*).

The Supreme Court ruled that, in each of the three cases, the commission payments made to car dealers by lenders were legal, as claims for the tort of bribery, or the dishonest assistance of a breach of fiduciary duty, had to be predicated on the car dealer owing a fiduciary duty to the consumer, which the car dealers did not owe. A “disinterested duty”, as described in *Wood v Commercial First Business Ltd & ors and Business Mortgage Finance 4 plc v Pengelly [2021] EWCA Civ 471*, is not enough.

However, the Supreme Court held that the credit relationship between the lender and Mr Johnson was unfair under Section 140A of the CCA because of the commission paid by the lender to the car dealer. The main reasons for coming to that conclusion included, amongst other things, the following factors:

1. The size of the commission (as a percentage of the total charge for credit). In Mr Johnson’s case it was 55%. This was “so high” and “a powerful indication that the relationship...was unfair” (see paragraph 327);
2. The failure to disclose the commission; and
3. The concealment of the commercial tie between the car dealer and the lender.

The Supreme Court also confirmed that the following factors, in what was a non-exhaustive list, will normally be relevant when assessing whether a credit relationship was/is unfair under Section 140A of the CCA:

1. The size of the commission as a proportion of the charge for credit;

2. The way in which commission is calculated (a discretionary commission arrangement, for example, may lead to higher interest rates);
3. The characteristics of the consumer;
4. The extent of any disclosure and the manner of that disclosure (which, insofar as Section 56 of the CCA is engaged, includes any disclosure by a supplier when acting as a broker); and
5. Compliance with the regulatory rules.

From my reading of the Supreme Court's judgment in *Hopcraft, Johnson and Wrench*, it sets out principles which apply to credit brokers other than car dealer-credit brokers. So, when considering allegations of undisclosed payments of commission like the one in this complaint, *Hopcraft, Johnson and Wrench* is relevant law that I'm required to consider under Rule 3.6.4 of the Financial Conduct Authority's Dispute Resolution Rules ('DISP').

But I don't think *Hopcraft, Johnson and Wrench* assists Mr and Mrs J in arguing that their credit relationship with FHF was unfair to them for reasons relating to commission given the facts and circumstances of this complaint.

Based on what I've seen, the Supplier's role as a credit broker wasn't a separate service and distinct from its role as the seller of timeshares. It was simply a means to an end in the Supplier's overall pursuit of a successful timeshare sale. I can't see that the Supplier gave an undertaking – either expressly or impliedly – to put to one side its commercial interests in pursuit of that goal when arranging the Credit Agreement. And as it wasn't acting as an agent of Mr and Mrs J but as the supplier of contractual rights they obtained under the Purchase Agreement, the transaction doesn't strike me as one with features that suggest the Supplier had an obligation of 'loyalty' to them when arranging the Credit Agreement and thus a fiduciary duty.

I recognise that FHF was and is part of the same group of companies as the Supplier. And I acknowledge that tie may not have been adequately disclosed at the Time of Sale. But I can't currently see why that renders the credit relationship between Mr and Mrs J and FHF unfair to them – such that I should uphold the complaint. I say that because FHF has explained that the Supplier would share finance proposals among its approved external finance partners; the Supplier couldn't write all its finance business "in-house" [through FHF]; and FHF largely provided loans to customers whose circumstances fell outside of its external finance partners' lending terms. So, I'm not persuaded that Mr and Mrs J were led into a credit agreement with FHF because it was tied in some way to the Supplier.

What's more, in stark contrast to the facts of Mr Johnson's case, as I understand it, FHF didn't pay the Supplier any commission at the Time of Sale. And with that being the case, even if there were information failings at that time and regulatory failings as a result (which I make no formal finding on), I'm not persuaded that the commission arrangements between the Supplier and FHF were likely to have led to a sufficiently extreme inequality of knowledge that rendered the credit relationship unfair to Mr and Mrs J.

The PR also says that Mr and Mrs J were not given sufficient information at the Time of Sale by the Supplier about the ongoing costs of Fractional Club membership, and that the contractual terms governing the ongoing costs of membership and the consequences of not meeting those costs were unfair contract terms.

As I've already indicated, the case law on Section 140A makes it clear that it does not automatically follow that regulatory breaches create unfairness for the purposes of the unfair relationship provisions. The extent to which such mistakes render a credit relationship unfair must also be determined according to their impact on the complainant.

I acknowledge that it is also possible that the Supplier did not give Mr and Mrs J sufficient information, in good time, on the various charges they could have been subject to as Fractional Club members in order to satisfy the requirements of Regulation 12 of the Timeshare Regulations (which was concerned with the provision of 'key information'). But even if that was the case, I cannot see that the ongoing costs of membership were applied unfairly in practice. And as neither Mr and Mrs J nor the PR have persuaded me that they would not have pressed ahead with their purchase had the finer details of the Fractional Club's ongoing costs been disclosed by the Supplier in compliance with Regulation 12, I cannot see why any failings in that regard are likely to be material to the outcome of this complaint given its fact and circumstances.

Section 140A: Conclusion

Given all of the factors I've looked at in this part of my decision, and having taken all of them into account, I'm not persuaded that the credit relationship between Mr and Mrs J and FHF under the Credit Agreement and related Purchase Agreement was unfair to them.

Overall Conclusion

In conclusion, given the facts and circumstances of this complaint, I do not think that FHF acted unfairly or unreasonably when it dealt with Mr and Mrs J's Section 75 claim. I am not persuaded that FHF was party to a credit relationship with them under the Credit Agreement and related Purchase Agreement that was unfair to them for the purposes of Section 140A of the CCA. And having taken everything into account, I see no other reason why it would be fair or reasonable to direct FHF to compensate them.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 13 March 2026.

Ben Jennings
Ombudsman