

The complaint

Mrs F has complained that Clydesdale Financial Services Limited trading as Barclays Partner Finance ('BPF') didn't pay a claim she made under sections 75 and 75A of the Consumer Credit Act 1974 ('CCA').

What happened

Mrs F and her husband, Mr F, have, together and separately, made several purchases from a timeshare provider (the 'Supplier').

Using a professional representative ('PR') they've referred three separate complaints to our service: this complaint about BPF and two complaints about a different lender ('Lender 2'). I will issue a separate decision for each complaint.

However, I've included some basic information below about every purchase I'm aware of, as I think it's important to put the sales complained about in context. The list may be incomplete and/or include duplicates. Mr and Mrs F's PR has provided lots of point-of-sale paperwork: regrettably, it isn't in any sort of order, and the PR hasn't provided a commentary or explained why it's provided what it has. I've done my best to make sense of it all.

Sale 1: In 2009, Mr and Mrs F purchased a 'trial membership' from the Supplier.

Sale 2: Shortly afterwards, they purchased a 'full' membership from the Supplier, which included 1,501 points. I've seen a purchase agreement dated 8 April 2009, which says the membership cost £21,414. However, Mr and Mrs F received a 'trade-in' value of £5,995 for their trial membership, which left £15,419 to pay. I've also seen a one-page, handwritten loan agreement in Mr F's name only. This says the cash price of the 'Holiday Ownership Product' was £20,214. Again, there's a £5,995 deduction, which means Mr F borrowed £14,214 from a third lender ('Lender 3') to pay the balance. Mr F signed the loan agreement on 5 May 2009. I can't explain the discrepancies, but I've assumed the May 2009 loan financed the April 2009 purchase.

Sales 3 and 4: In its final response to the other complaints, Lender 2 says Mr and Mrs F made two further purchases from the Supplier – one in October 2009 and another in November 2010 – to increase the number of points they owned. I don't know who financed these purchases, but Lender 2 says it didn't.

Sale 5: In April 2013, Mr and Mrs F purchased membership of a different type of timeshare ('Fractional Club') from the Supplier, which included 2,724 fractional points. Fractional Club membership was asset backed – which meant Mr and Mrs F acquired more than just holiday rights. It also included a proportionate share of the net sale proceeds of a property named on their purchase agreement at the end of their term. The membership cost £34,005. However, they received a 'trade-in' value of £27,511 for their existing membership, which left £6,494 to pay. Mr and Mrs F borrowed the full amount from Lender 2 to pay it.

Sale 6: In January 2014, Mr and Mrs F essentially varied their Fractional Club membership. They received a 'trade in' value of £34,005 for their existing membership, and Mrs F only – I don't know why Mr F wasn't included on the purchase agreement – purchased 2,830 fractional points at a cost of £39,013. Mrs F borrowed £5,008 from Lender 2 to pay the balance.

Sale 7: In July 2014, Mr and Mrs F again varied their Fractional Club membership. Mr and Mrs F purchased 2,910 fractional points at a cost of £42,618. Mrs F received a 'trade-in' value of £39,013 for her existing membership, which left £3,605 to pay. Mr and Mrs F borrowed £3,605 from Lender 2 to pay the balance, and an additional £11,867 to repay the earlier loans with Lender 2. In total, they borrowed £15,472 from Lender 2.

Sale 8: In May 2015, Mr and Mrs F purchased membership of a different type of timeshare ('Signature Collection'). Like Fractional Club, Signature Collection was asset backed.

The paperwork I've seen is confusing.

There's a 'Pricing Summary' sheet, dated 4 May 2015, that says Mr and Mrs F are purchasing '2 weeks' and '3,080 points' and that the allocated property is 03A at Sunningdale Village; the purchase price is £54,028, the trade-in value is £37,830 and the amount due is £16,198. There's also an undated 'Pricing Sheet', which includes the same figures, but stipulates that the '2 weeks' are Weeks 26 and 42 at 03A. I've seen a 'Member Loan Consolidation Instruction' dated 4 May 2015, which explains that BPF will remit £50,000 to the Supplier, and that £15,935 will be used to repay a loan with Lender 2, and £19,456 will be used to repay a loan with Lender 3. A statement of account shows that Mr F borrowed £50,000 from BPF, and that the money was released on 5 May 2015.

Then there are two 'Application and Purchase Agreements', both dated 11 May 2015. One says Mr and Mrs F are purchasing '1 week' and '1,500 points' and that the allocated property is 'Suite 620 Week 29' at Castillo del Ray; the purchase price is £11,638. The other says Mr and Mrs F are purchasing '1 week' and '1,540 points' and that the allocated property is '03A Week 41' at Sunningdale Village; the purchase price is £4,560. I've seen corresponding 'Member's Declarations', both dated 11 May 2015 – and the copy I've seen for Suite 620 Week 29 has been signed by Mr and Mrs F.

For this decision, I don't think need to clarify what's what. It's clear to me that Mr F borrowed £50,000 from BPF to buy membership of the Supplier's Signature Collection and consolidate two loans with different lenders. And it looks like Mr and Mrs F traded in their existing Fractional Club membership at this time.

Sale 9: In October 2016, Mr and Mrs F appear to have varied their Signature Collection membership. They purchased '1 week' and '1,820 points'; the allocated property was '03A Week 35' at Sunningdale Village. The purchase price was £33,777 and they received a 'trade in' value of £19,500 – although what they surrendered isn't clear – which left £14,277 left to pay. Mrs F borrowed the full amount from BPF.

On 25 June 2019, Mr and Mrs F's PR wrote to BPF to make a claim under sections 75 and

75A of the CCA. (It appears to have initially sent the letter to the wrong address but rectified its mistake on 21 January 2020.) When it didn't receive a response, the PR referred a complaint to our service.

One of our investigators rejected the complaint on its merits.

Mr and Mrs F's PR asked for a final decision from an ombudsman.

I issued a provisional decision on 13 November 2025, which explained why I didn't intend to uphold this complaint. It included the following provisional findings:

Which sale have Mr and Mrs F complained about?

When it first wrote to BPF on 25 June 2019 (the 'Letter of Claim') Mr and Mrs F's PR didn't say which purchase financed by BPF was the cause of their claim under sections 75 and 75A of the CCA.

The Letter of Claim, which is just over a page long, explained why Mr and Mrs F purchased Fractional Club membership in April 2013, and why they varied their membership in July 2014. But these purchases were financed by Lender 2 and had nothing to do with BPF. (In fact, the Letter of Claim is identical to a letter the PR sent Lender 2 on the same day.)

However, the Letter of Claim included an allegation that could be about the Signature Collection membership they purchased in May 2015 and varied in October 2016, both of which involved BPF: Mr and Mrs F say they found it difficult to book holidays due to a lack of availability. The use of the present tense for this allegation – '...they are finding it extremely difficult to book holidays...' – and their stated concerns for the future – 'They also feel that this situation will only worsen...' – would strongly suggest that it's about the membership they had at the time, which is the Signature Collection. But it's regrettable that the PR wasn't clear.

The PR wasn't clear when it referred the complaint to our service either. It provided point-of-sale paperwork for Mr and Mrs F's purchase in October 2016 (and Mrs F's related loan). It also provided a statement of account for Mr F's BPF loan that financed the May 2015 purchase, and some paperwork for the January 2014 purchase, which didn't involve BPF at all. The complaint form it submitted – and which Mr and Mrs F signed – referred to BPF as the respondent firm but said the event they're complaining about took place on 11 April 2013.

Our investigator wrote to the PR to try to clarify matters.

She said she understood the complaint to be about Mr and Mrs F's purchase in October 2016. She asked the PR to let her know if she'd missed something or if it had anything to add. And, noting that it had also provided a statement of account for Mr F's BPF loan, asked the PR to confirm which sale formed the basis of its claim to BPF.

In reply, the PR sent us the point-of-sale paperwork I've summarised above. As I've said, it didn't provide any commentary. Nor did it answer the question. It simply said: 'I have enclosed more information held on file for [Mr and Mrs F].'

Our investigator then assessed the complaint on the basis that the claim under sections 75 and 75A concerned the membership purchased in October 2016. She rejected the complaint on its merits.

In reply, the PR simply said: 'Please refer to Ombudsman'. It didn't explain why it disagreed

with our investigator's assessment or, importantly, say anything that would indicate that the claim related to a different purchase.

I'll therefore proceed on the same basis as our investigator and assume the claim concerns the membership purchased in October 2016.

Technically, this means that Mrs F is the only eligible complainant, as she alone borrowed the money from BPF to pay for the purchase. But as they were both named on the purchase agreement, I'll continue to refer to Mr and Mrs F throughout.

Sections 75 and 75A of the CCA

Section 75(1) of the CCA protects consumers who buy goods and services on credit. It says, in certain circumstances, that the finance provider is legally answerable for any misrepresentation or breach of contract by the supplier. However, Mr and Mrs F's purchase doesn't meet the relevant criteria. Section 75(3) of the CCA says section 75(1) doesn't apply to a claim:

'(b) so far as the claim relates to any single item to which the supplier has attached a cash price...[of] more than £30,000...'.

In this case, the cash price of the membership was £33,777, so section 75(1) doesn't apply.

Section 75A of the CCA is similar to section 75, except it only applies to breach of contract claims and when the cash value of the goods or services is more than £30,000 and less than £60,260. Mr and Mrs F's purchase clearly meets the 'cash value' condition. However, section 75A(2) says one of the following conditions must also be met:

- '(a) that the supplier cannot be traced,*
- (b) that the debtor has contacted the supplier but the supplier has not responded,*
- (c) that the supplier is insolvent, or*
- (d) that the debtor has taken reasonable steps to pursue his claim against the supplier but has not obtained satisfaction for his claim.'*

The PR hasn't provided any evidence that (a) or (c) apply in this case, or that it's taken the necessary steps under (b) or (d). But even if I assume that it has, I haven't seen sufficient evidence of a breach of contract by the Supplier for which BPF would be liable under section 75A.

As I've explained above, the only allegation made in the Letter of Claim that could apply to Mr and Mrs F's Signature Collection membership is that they found it difficult to book holidays due to a lack of availability. But the membership in question gave them a preferential right to use a specific suite (03A) at a specific resort (Sunningdale Village) for a specific week (Week 35). The PR hasn't provided any evidence to show that Mr and Mrs F couldn't exercise this right between 2017 (the first year of use) and 2019 (when the claim was made). I appreciate that Mr and Mrs F may have wished to use the equivalent Fractional Points instead to book holidays at other resorts, but I'm not persuaded that whatever difficulties they faced were, in the circumstances, a breach of contract.

It follows that I am not currently minded to uphold Mr and Mrs F's complaint or direct BPF to take any action.

BPF has confirmed receipt of my provisional decision, and it says it has nothing to add.

Mr and Mrs F's PR disagrees with my provisional decision. I've summarised and addressed

its submissions below.

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.

When considering what is, in my opinion, fair and reasonable in all the circumstances of the case, I'm required by DISP 3.6.3 R of the Financial Conduct Authority ('FCA') Handbook to take into account:

'(1) relevant:

- (a) law and regulations;
- (b) regulators' rules, guidance and standards;
- (c) codes of practice; and

(2) ([when] appropriate) what [I consider] to have been good industry practice at the relevant time.'

I can respond briefly to the PR's further submissions.

First, it says 'the relevant loans for assessment' are those related to Sales 8 and 9. It says the earlier loans (i.e. those related to Sales 1-7):

'...have been completed and fully accounted for through consolidation, and thus, should only be submitted for informational and historical context regarding the sales history. They are not subject to substantive review within this complaint.'

In my provisional decision, I explained why I was only considering Sale 9 (the October 2016 purchase). The PR doesn't say why I should now also consider Sale 8. I won't repeat the points I made in my provisional decision. Suffice it to say, if the PR wanted BPF to consider a claim under sections 75 and 75A about Sale 8, its Letter of Claim was wholly inadequate. What's more, it's had ample opportunity – and several prompts – to clarify the claim and the scope of the complaint with our service and it didn't. Simply put, it's far too late for it to now say it wants me to consider Sale 8.

I'm also satisfied that I made it clear in my provisional decision that the information I included about Sales 1-8 was simply to provide context.

Second, the PR has provided a handwritten statement that, it says, was written by Mr and Mrs F in 2015. It says the statement:

'...provides their contemporaneous recollection of the sale experience and their understanding at the time of the fractional investment purchase'.

The PR highlights 'key points' from the statement: the sale was long and pressured; Mr and Mrs F were told the 'fractional ownership' was exclusive, which subsequently proved untrue; the membership was pitched as an investment; and, Mr and Mrs F were told they could 'rent out' unused weeks to friends and family, and 'make money out of it'.

The PR also says the 'sales presentation included a training manual explicitly describing the fractional ownership product using the term 'investment', confirming the product was marketed as an investment opportunity'. (This point isn't made in the handwritten statement, so I assume it's merely a further submission from the PR.)

It's not clear to me why Mr and Mrs F would write such a statement in 2015. Was it in anticipation of legal action or a complaint? It's clearly an expression of dissatisfaction, but they only purchased the Signature Collection in May 2015 (Sale 8) and subsequently varied their Signature Collection membership in October 2016 (Sale 9). And the statement is clearly a response to certain prompts. For example, more than one sentence starts 'Yes...' as if in reply to a question:

*'Yes they asked what our income was.
Yes we tried to refinance but banks not interested.'*

If they were so unhappy that they prepared a statement for a third party in 2015, why did Mr and Mrs F make the subsequent purchase(s)? Why didn't they complain sooner? Why didn't the PR provide this statement to us sooner?

I have concerns about the content too. At the top of the statement, the handwritten words, 'Sunningdale [illegible] Tenerife, Signature Suites' are underlined, and halfway down the page it says:

'When tried to get rid of it & get our points back instead of paying to get them back every year, was told no there was no going back, wanted us to go into real estate.'

Their subsequent purchase in October 2016 doesn't make sense if they'd already tried to 'get rid of' their Signature Collection membership before supposedly writing this statement in 2015.

I've also compared this statement to the statement Mr and Mrs F provided in relation to their complaint about Sales 5 and 7 (financed by a different lender). In the latter, Mr and Mrs F say:

'Not long after that they told us about signature this again sounded fantastic promising again we would make a larger profit than being in fractional so we signed up.'

'Eventually through the years this product was not working for us so had a meeting telling them this, instead of helping us, they turned quite nasty reducing me to tears, saying we could not go back to fractional.'

If I'm to accept, as the PR asks me to, that the statement it's provided was written by Mr and Mrs F in 2015, it means Mr and Mrs F 'tried to get rid of' their Signature Collection membership within weeks or, at most, a few months of purchasing it. But in their other statement, they say 'Eventually through the years this product [i.e. Signature Collection] was not working for us...' The PR doesn't explain the discrepancy.

Even if I put aside my concerns about the witness statement, it doesn't make a difference.

A witness statement that was supposedly written before the sale in question can tell me nothing about the sale in question.

What's more, in my provisional decision, I explained why section 75 doesn't apply. All that's left is the section 75A claim which only applies to breach of contract claims. There is no allegation of a breach of contract by the Supplier in the witness statement. For Mr and Mrs F's other complaints about Lender 2, the PR also complained that their creditor-debtor relationship with Lender 2 was unfair to them under section 140A of the CCA. But it didn't do that in this case or make any allegations or submissions in relation to Sale 9 – until

now – that could even be construed in that way. As before, it's far too late for the PR to now try to expand the scope of this complaint beyond a claim under sections 75 and 75A.

My final decision

For the reasons given, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 18 December 2025.

Christopher Reeves
Ombudsman