DRN-5997880

The complaint

Mr N's complaint is, in essence, that Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance (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 a claim under section 75 of the CCA.

Background to the complaint

Mr N and a third party ('Miss H') purchased membership of a timeshare from a timeshare provider (the 'Supplier') on 20 October 2019 (the 'Time of Sale'). They entered into an agreement with the Supplier to buy 1,000 points at a cost of £16,388 (the 'Purchase Agreement').

Mr N paid for their timeshare by taking finance of £16,388 from the Lender (then trading as Hitachi Capital) in his sole name (the 'Credit Agreement'). He is therefore the only eligible complainant under our rules.

Mr N – using a professional representative (the 'PR') – wrote to the Lender on 11 November 2024 (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.

The Lender dealt with Mr N's concerns as a complaint and issued its final response letter on 6 December 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 N disagreed with the Investigator's assessment and asked for an ombudsman's decision – which is why it was passed to me.

On 16 October 2025, I wrote a provisional decision which read as follows.

> ### My provisional findings
>
> 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 do not currently 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

The CCA introduced a regime of connected lender liability under section 75 that affords consumers ("debtors") a right of recourse against lenders that provide the finance for the acquisition of goods or services from third-party merchants ("suppliers") in the event that there is an actionable misrepresentation and/or breach of contract by the supplier.

Certain conditions must be met if the protection afforded to consumers is engaged, including, for instance, the cash price of the purchase and the nature of the arrangements between the parties involved in the transaction. The Lender doesn't dispute that the relevant conditions are met. But for reasons I'll come on to below, it isn't necessary to make any formal findings on them here.

It was said in the Letter of Complaint that timeshare had been misrepresented by the Supplier at the Time of Sale because Mr N was told by the Supplier that timeshare was an "investment" when that was not true.

However, that allegation was based on the false premise that the timeshare was a fractional timeshare. I have seen the Purchase Agreement and it is clear that this was not a fractional timeshare, so I do not regard the evidence that it was sold as an investment as plausible.

So, while I recognise that Mr N – and the PR – have concerns about the way in which timeshare was sold by the Supplier, when looking at the claim under section 75 of the CCA, I can only consider whether there was a factual and material misrepresentation by the Supplier. For the reason I've set out above, I'm not persuaded that there was. And that means that I don't think that the Lender acted unreasonably or unfairly when it dealt with this particular section 75 claim.

Section 75 of the CCA: the Supplier's breach of contract

I have already summarised how section 75 of the CCA works and why it gives consumers a right of recourse against a lender. So, it is not necessary to repeat that here other than to say that, if I find that the Supplier is liable for having breached the Purchase Agreement, the Lender is also liable.

Mr N says that he could not holiday where and when he wanted to. That was framed, in the Letter of Complaint, as part of his complaint about misrepresentation. However, on my reading of the complaint, this suggests that the Supplier was not living up to its end of the bargain, potentially breaching the Purchase Agreement.

Yet, like any holiday accommodation, availability was not unlimited – given the higher demand at peak times, like school holidays, for instance. Some of the sales paperwork likely to have been signed by Mr N states that the availability of holidays was/is subject to demand. One booked holiday had to be cancelled when the flights were cancelled due to the covid-19 pandemic. I accept that he may not have been able to take certain holidays. But I have not seen enough to persuade me that the Supplier had breached the terms of the Purchase Agreement.

So, from the evidence I have seen, I do not think the Lender is liable to pay Mr N any compensation for a breach of contract by the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably in relation to this aspect of the complaint either.

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

I've already explained why I'm not persuaded that timeshare 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 N and the Lender 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 Times of Sale along with any relevant training material;
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 sales given their circumstances.

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

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

Mr N's complaint about the Lender being party to an unfair credit relationship was and is made for several reasons.

They include, for various reasons, the allegation that the Supplier misled Mr N and carried on unfair commercial practices under regulations 5 and 6 of the CPUT regulations.[1] However, as regulations 5 and 6 state, commercial practices only amount to misleading actions or omissions if, in addition to satisfying one or more of the specific matters set out in those provisions, they cause or are likely to cause the average consumer to take a transactional decision they would not have taken otherwise. And as I haven't seen enough evidence to persuade me that, if there were any such actions or omissions at the Time of Sale (which I make no formal finding on), they led Mr N to make the purchasing decision he did, I'm not persuaded that anything done or not done by the Supplier amounted to an unfair commercial practice for the purposes of those provisions.

The PR also alleges that the Supplier acted unfairly under regulation 7 Schedule 1 of the CPUT regulations. But given the limited evidence in this complaint, I am not persuaded that the Supplier did.

In addition, the PR also says that:

1. the right checks weren't carried out before the Lender lent to Mr N;

[1] The Consumer Protection from Unfair Trading Regulations 2008.

2. Mr N was pressured by the Supplier into purchasing timeshare at the Time of Sale;
3. there was one, or more, unfair contract terms in the Purchase Agreement;
4. the timeshare was mis-sold as an investment, in breach of the Timeshare Regulations.

However, as things currently stand, none of these strike me as reasons why this complaint should succeed.

I haven't seen anything to persuade me that the right checks weren't carried out by the Lender given this complaint's circumstances. Indeed, the Credit Agreement mentions Mr N's gross annual income and the length of time he had spent with his employer, which suggests that he would have been asked questions about his finances. But even if I were to find that the Lender 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 N was actually unaffordable before also concluding that he lost out as a result and then consider whether the credit relationship with the Lender was unfair to him for this reason. But from the information provided, I am not satisfied that the lending was unaffordable for Mr N.

I acknowledge that Mr N may have felt weary after a sales process that went on for a long time. But he says little about what was said and/or done by the Supplier during their sales presentation that made him feel as if he had no choice but to purchase timeshare when he simply did not want to. He was also given a 14-day cooling-off period (and he signed a document which explained that to him), and he has not provided a credible explanation for why he did not cancel his membership during that time. And with all of that being the case, there is insufficient evidence to demonstrate that Mr N made the decision to purchase timeshare because his ability to exercise that choice was significantly impaired by pressure from the Supplier.

Regulation 14(3) of the Timeshare Regulations prohibited the Supplier from marketing or selling timeshare as an investment. The PR alleges that the Supplier breached this regulation. But again, this is an allegation which is premised on the timeshare having been a fractional timeshare, which it wasn't.

This is how Mr N described the sale:

> *"It was always framed that we would own something at the end of the payments and therefore investing in a holiday ownership. At the end the property would be sold and it was likely we would make a profit. We were told that property prices did not go down and always went up."*

That just isn't plausible, because Mr N did not own anything and would not receive a share of any proceeds of any property being sold by or on behalf of the Supplier. So I do not think there is any basis on which I could say that regulation 14(3) was breached.

Overall, therefore, I don't think that Mr N's credit relationship with the Lender was rendered unfair to him under section 140A for any of the reasons above.

The provision of information by the Supplier at the Time of Sale

The PR says that Mr N was not given sufficient information at the Time of Sale by the Supplier about the ongoing costs of the timeshare. The PR also says that the

contractual terms governing the ongoing costs of membership and the consequences of not meeting those costs were unfair contract terms. And Mr N says he didn't realise he was taking out a loan.

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 N sufficient information, in good time, on the various charges he could have been subject to as a timeshare member 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 N nor the PR have persuaded me that he would not have pressed ahead with his purchase had the finer details of the timeshare'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 facts and circumstances.

As for the PR's argument that there were one or more unfair contract terms in the Purchase Agreement, I can't see that any such terms were operated unfairly against Mr N in practice, nor that any such terms led him to behave in a certain way to his detriment. And with that being the case, I'm not persuaded that any of the terms governing timeshare are likely to have led to an unfairness that warrants a remedy.

Mr N says he didn't know he was entering into a loan agreement. In his joint statement with Miss H, he wrote:

> *"We didn't realise that we were taking out finance. We thought it was a direct debit to* [the Supplier] *for a payment against the cost of our fractional ownership."*

That appeared in the same paragraph I quoted from earlier. Since I found that the earlier part of that paragraph was implausible, because it described the sale of a fractional timeshare which was not in fact sold to Mr N and Miss H, I do not regard the rest of their recollections as plausible either. I think it is more likely that Mr N was told that he was taking out a loan.

[…]

Conclusion

In conclusion, as things currently stand, I do not think that the Lender acted unfairly or unreasonably when it dealt with the relevant section 75 claim, and if I put the issue of commission to one side for the time being, I am not persuaded that the Lender was party to a credit relationship with Mr N under the Credit Agreement that was unfair to him for the purposes of section 140A of the CCA – nor do I see any other reason why it would be fair or reasonable to direct the Lender to compensate him.

My addendum provisional decision

At the time of my provisional decision I deferred my conclusions on the matter of commission disclosure in order to review that issue further. I've since written to the parties setting out my thoughts on why I wasn't persuaded to uphold this aspect of the complaint.

Applying the principles and factors set out in the Supreme Court judgment[2] handed down on 1 August 2025, I found nothing to suggest to suggest that the Lender and Supplier were tied to one another contractually or commercially in a way that wasn't properly disclosed to Mr N. Nor did I see anything that persuaded me that the commission arrangements between them gave the Supplier a choice over the interest rate which led Mr N into a credit agreement that cost disproportionately more than it otherwise could have.

Further, the flat rate and amount of commission paid was such that it gave me no reason to think that any failure to disclose it to Mr N had a material impact on his decision to enter into the Credit Agreement. At £655:52, it was only 4% of the amount borrowed and even less than that (3.7%) as a proportion of the charge for credit. That didn't strike me as disproportionate; nor were the surrounding circumstances otherwise capable of rendering unfair the credit relationship between the Lender and Mr N such that the Lender needed to take any action in redress.

I didn't find any of the other arguments put forward demonstrated that the credit agreement between Mr N and the Lender was unfair to him under section 140A of the CCA. Absent any other reason why it would be fair or reasonable to direct the Lender to compensate Mr N, I said I didn't propose to uphold the complaint.

Responses to my provisional findings

The Lender accepted my provisional decision. The PR didn't accept the proposed outcome. It made further submissions in support of Mr N's position. Having received and reviewed these, I'm now proceeding with my final decision.

In doing so, I'm conscious that the PR has made a series of assertions surrounding the provision of information relating to commission arrangements. These include, among other things, expressing doubt that the Lender has provided key information, requesting that the information we have received be shared with it in full, and asking that we do not proceed with a decision before this is done and it has had an opportunity to make further submissions.

For reasons I will explain in the course of this decision, I've concluded that it's appropriate for me to proceed with my determination, the PR's submissions notwithstanding.

The legal and regulatory context

The legal and regulatory context that I think is relevant to this complaint has been shared in several hundred published decisions on very similar complaints, as well as in previous correspondence with the parties. So there's no need for me to set this out again in detail here. I simply remind the parties that our rules[3] say that in considering what is fair and reasonable in all the circumstances of the complaint, I will take into account: relevant (i) law and regulations; (ii) regulators' rules, guidance and standards; and (iii) codes of practice; and

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[2] *Johnson v FirstRand Bank Ltd, Wrench v FirstRand Bank Ltd and Hopcraft v Close Brothers Ltd* [2025] UKSC 33 ("*Hopcraft, Johnson and Wrench"*)

[3] Financial Conduct Authority ("FCA") *Handbook* – DISP 3.6.4R ("R" denotes a rule).

(where appropriate), what I consider to have been good industry practice at the relevant time.

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.

After considering the case afresh and having regard for what's been said in response to my provisional decision and in my subsequent correspondence, I find it offers no persuasive reason to depart from the conclusions I've previously set out. I'll explain why.

The PR originally raised various points of complaint, such as those giving rise to Mr N's section 75 claim, which I addressed in my provisional decision. In its response, it hasn't made any further comments in relation to most of its original points, or said anything that leads me to think it disagrees with my provisional conclusions in relation to those points. So I'll focus here on the points the PR *has* made in response.

The PR's response to my provisional decision relates mainly to the issue of whether the credit relationship between Mr N and the Lender was unfair *per* section 140A of the CCA. In particular, the PR has provided more comment in relation to whether the membership was sold to Mr N as an investment at the Time of Sale. It has also made further submissions in support of its position that the payment of a commission by the Lender to the Supplier led to an unfair credit relationship between the Lender and Mr N. And it has repeated and elaborated on the allegations about failing to carry out affordability checks, not giving Mr N enough time to read the sales documentation, high pressure sales tactics, and commission. It also criticised the high interest rate on the Credit Agreement, pointing out that the interest exceeds the amount borrowed.

Mr N also provided a supplementary statement in which he made several points of his own. He emphasized that the Supplier's sales tactics had created a false sense of urgency by insisting that he needed to buy immediately or risk losing out. He said that describing him as an "owner" was a misleading practice under the CPUT Regulations, since he did not in fact own any property but had only bought membership of a club. He said he had only been able to go on holiday during school holidays (because Miss H worked in education), so availability had been limited. He claimed he had not been made aware that he was entering into a loan agreement. And he said that no affordability checks had been carried out.

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

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

The PR has questioned whether my provisional conclusions run contrary to precedent decisions issued by my ombudsman colleagues and the judgment handed down in *Shawbrook and BPF v FOS*. I don't believe they do. However, for the avoidance of doubt, other decisions issued by other ombudsmen do not have a precedent effect like some court judgments might, and each ombudsman must determine each case on its own specific facts. Further, the judgment referred to did not make a blanket finding that all products of the type Mr N purchased were mis-sold in the way the PR appears to be suggesting.

I remind the PR that in my provisional decision I accepted the possibility that Fractional Club membership was marketed and/or sold to Mr N as an investment, in breach of regulation 14(3). I went on to explain that relevant case law[4] indicates that in considering the question

[4] *Carney* and *Kerrigan*

of relief for any resultant unfairness in the credit relationship, I needed to take into account any material impact of such a breach on Mr N's decision whether to enter into the Purchase and Credit Agreements. It doesn't strike me that doing so flies in the face of either the handed down judgment or previous decisions the PR has mentioned.

While the PR has referred me to Mr N's recollections and the Supplier's training materials, I have already considered these and what was said. And I set out in my provisional decision the reasons why I didn't find that evidence sufficiently persuasive that Mr N's purchase decision would have been any different, given the other motivational factors he had described. Having re-examined Mr N's statement that remains my view, for the reasons previously given.

So as I said before, whether or not the Supplier marketed or sold Fractional Club membership as an investment in breach of regulation 14(3), I'm not persuaded Mr N's decision to make the purchase was materially impacted by the prospect of a financial gain. It follows that I find the credit relationship between Mr N and the Lender was not rendered unfair to him for this reason.

The provision of information by the Supplier at the Time of Sale

The PR has asked for the documents the lender has provided to show the commission arrangements. While I appreciate the PR would like to have full disclosure of all of the documents and information the Lender has provided, our rules do not require me to provide this when dealing with a complaint.

As the PR will be aware, under DISP 3.5.9R I may, where I consider it appropriate, accept information in confidence (so that only an edited version, summary or description is disclosed to the other party). I'm satisfied that agreements between the Lender and the Supplier are commercially sensitive and that the summary information on commission arrangements we've already shared with the PR is appropriate in this case.

As I've noted, the PR has disagreed with my provisional conclusions on whether the Lender should pay redress because of an unfair credit relationship arising in connection with commission arrangements between the Lender and the Supplier. The PR says, in summary, that when the overall circumstances of those arrangements are considered in the round, the credit relationship was plainly unfair. In support of this position the PR has expressed, among other things, that:

- The provisional decision doesn't properly apply the Supreme Court's judgment in *Hopcraft, Johnson and Wrench,* which concluded a range of factors informed whether a credit relationship between a consumer and a lender was unfair;
- A conflict of interest existed on the part of the Supplier, who provided neither independent nor competent explanation of the credit;
- Failure to disclose payment of commission – irrespective of the size of any payment – was a regulatory breach that goes to the heart of fairness.

I appreciate the time the PR has taken to put together its submissions on behalf of Mr N. But I don't find what it has said offers persuasive grounds for me to reach a different conclusion on this issue.

I've previously set out my thoughts on any impact the Supreme Court's conclusions in *Hopcraft, Johnson and Wrench* have on Mr N's arguments that his credit relationship with the Lender was unfair to him for reasons relating to commission given the facts and circumstances of this complaint.

The PR's response doesn't offer anything that leads me to think that, for the most part, any of the factors it has referenced were in fact at play in Mr N's case. It hasn't, for example, provided evidence to show the existence of commercial or contractual ties that were concealed from Mr N, any persuasive reasons to conclude that the Supplier's role was that of advisor to Mr N, or to show that any other conflict of interest arose from the roles the Supplier did perform.

For such a claim to be successful would require more than the bare assertions that have been made in this case. I'm not persuaded that it is sufficient, as the PR seems to contend, simply to suggest unsubstantiated allegations of fact and require that the Lender disprove them else the credit relationship be deemed unfair. This issue was considered in the judgment in *Promontoria (Henrico) Ltd v. Gurcharn Samra* [2019] EWHC 2327 (Ch), where HHJ David Cooke held (at paragraph 26):

> *"…the onus is on the claimant[5] to show, to the normal civil standard, that the relationship is not unfair because of any of the reasons set out in s 140A(1)(a)-(c). Whether it is so unfair is a matter for the court's overall judgment having regard to all the relevant circumstances and matters, including matters relating (i.e. personal) to the creditor and debtor. This onus on the claimant does not however mean, in my judgement…that where Mr Samra[6] makes allegations of fact on which he relies he does not have the burden of proving them to the normal civil standard. The onus placed on the creditor is as to the relationship between it and the debtor, and does not have the effect that factual allegations made by Mr Samra must be accepted unless they can be positively disproved by contrary evidence."* [7]

I'm satisfied the Lender has provided sufficient information in response to my enquiries to enable me to reach a conclusion about its commission arrangements with the Supplier. I've seen nothing in this case that leads me to think what the Lender has said about the commission arrangements is inaccurate. So there's no reason for me to reach a different finding over those commission arrangements.

In its correspondence the PR has emphasised the regulatory breaches connected with a failure to disclose commission payment. I have already set out why in my view this doesn't automatically lead to an unfair credit relationship for which the Lender needs to offer redress. While I've considered all that the PR has submitted, I remain of that view.

Other causes of unfairness

I still haven't seen anything to persuade me that the right checks weren't carried out by the Lender, or that the loan was unaffordable. Indeed, the loan agreement includes information about Mr N's income, his employer and mortgage, so I think that he must have been asked questions about his finances at the Time of Sale.

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[5] In this case the creditor answering a claim of an unfair credit relationship arising out of an overdraft facility.
[6] In this case the borrower making an allegation that there was an unfair credit relationship.
[7] I note that in *Wilson v Clydesdale Financial Services Ltd t/a Barclays Partner Finance* [2021] (unreported), the court also took the view that the burden is on the debtor to prove on the balance of probabilities *the facts* that purportedly create the unfairness. It is then that the lender's burden of proof that requires it to prove *the relationship* was not unfair kicks in. While I do not suggest this offers legal precedent, the subject matter of that case was a fractional timeshare sale, and given the similarities I have taken the same approach when considering the facts in this case.

I do not think it is remotely plausible that Mr N didn't realise he was entering into a loan agreement. He was given a copy of the loan agreement (and he had 14 days to read it during the cooling-off period). The interest rate, the APR, the total charge for credit, and the total amount repayable were clearly presented on page 1 of the loan agreement, so Mr N was told about them. He knew he was making monthly direct debits, and I think it was clear what these were for (and if it hadn't been clear, then I'm sure he would have asked why he was expected to pay them – he knew they were not the maintenance charges, which were annual).

I remain of the view that the 14-day cooling-off period cures any unfairness that might otherwise have resulted from any high pressure sales tactics. For example, it removed the sense of urgency from Mr N's purchase decision, because he had two weeks in which to reconsider his decision at his leisure. He had plenty of time and opportunity to go over the terms of the Purchase Agreement and the Credit Agreement, and to consider whether they were suitable for him, and to cancel them if he chose – whether because the interest rate was too high or for any other reason.

I don't think that the distinction between owning a share of a freehold (or Spanish equivalent) of a property and being the beneficiary of a trust which holds and then sells the property for the benefit of the beneficiaries – or being a member of a club – is as significant as the PR or Mr N suggest. It does not change the fact that Mr N and Miss H owned a joint share in a specific Allocated Property which was identified on their Purchase Agreement, and that they would receive their share of the sale proceeds when it was sold. So I don't think this was misleading or that it amounted to a breach of the CPUT Regulations.

Finally, I think that the reduced availability of holidays during school holiday periods was foreseeable and that the Supplier cannot fairly be held responsible for that problem.

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 remain unpersuaded that the credit relationship between Mr N and the Lender under the Credit Agreement and related Purchase Agreement was unfair to him such that it warrants the Lender offering any redress.

Commission: the alternative grounds of complaint

In my previous correspondence I mentioned that some of the grounds for complaint about the fairness or otherwise of the credit relationship could also constitute separate and freestanding complaints. I'll reiterate my findings here.

The first ground relates to whether the Lender is liable for the dishonest assistance of a breach of fiduciary duty by the Supplier because it took a payment of commission from the Lender without telling Mr N (that is, secretly). The second relates to the Lender's compliance with the regulatory guidance in place at the Time of Sale insofar as it was relevant to disclosing the commission arrangements between them.

For the reasons I set out previously, I'm not persuaded that the Supplier – when acting as credit broker – owed Mr N a fiduciary duty. So, the remedies that might be available at law in relation to the payment of secret commission aren't, in my view, available to him. And while it's possible that the Lender failed to follow the regulatory guidance in place at the Time of Sale insofar as it was relevant to disclosing the commission arrangements between it and the Supplier, I don't think any such failure on the Lender's part is itself a reason to uphold this complaint. For the reasons I have also previously set out, I think he would still have

taken out the loan to fund his purchase at the Time of Sale had there been more adequate disclosure of the commission arrangements that applied at that time.

Conclusion

After careful reconsideration of the facts and circumstances of this complaint, I adopt my provisional conclusions as part of my final decision. For the reasons I've given above and in my earlier correspondence I've mentioned, I don't think the Lender acted unfairly or unreasonably when it dealt with Mr N's section 75 claim. And I'm not persuaded that the Lender was party to a credit relationship with Mr N that was unfair to him for the purposes of section 140A of the CCA. Having taken everything into account, I see no other reason why it would be fair or reasonable for me to direct the Lender to compensate Mr N.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 5 March 2026.

Richard Wood
Ombudsman