

## **The complaint**

Mr and Mrs F complain that Shawbrook Bank Limited acted unfairly and unreasonably by deciding against paying a claim under Section 75 of the Consumer Credit Act 1974 (as amended) (the 'CCA').

## **What happened**

Mr and Mrs F purchased membership of a timeshare that I'll call the 'Signature Collection' on 20 April 2015.

To help pay for the membership, Mr and Mrs F took out a loan of £11,423 with Shawbrook.

Through a professional representative ('PR1'), Mr and Mrs F complained to Shawbrook on 5 October 2022 that the Supplier had misrepresented the Signature Collection membership in a number of ways, giving them a claim against Shawbrook under Section 75 of the CCA.

Mr and Mrs F also complained that the credit relationship between them and Shawbrook was unfair to them under Section 140A of the CCA. But by way of a separate decision, I have explained that we are unable to consider that aspect of the complaint as it was not referred to us in time.

Shawbrook rejected Mr and Mrs F's complaint, saying, in short, that they had raised their Section 75 claim outside of the six-year limit imposed by the Limitation Act 1980 and there was therefore no valid claim.

So Mr and Mrs F, now being assisted by a different professional representative ('PR2'), referred their complaint to us. Our Investigator thought that the defence available to Shawbrook under the Limitation Act meant that it hadn't done anything wrong in declining Mrs F's claim, so she didn't recommend that the complaint be upheld.

As Mr and Mrs F didn't accept our Investigator's view, the matter was passed to me to decide.

## **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 so, I've reached the same conclusion as our Investigator and for much the same reasons. I'll explain why.

As both sides may already know, a claim against Shawbrook under Section 75 essentially mirrors the claim Mr and Mrs F could make against the Supplier. Certain conditions must be met if this protection is engaged – which are set out in the CCA. Shawbrook does not dispute that the relevant conditions are met in this complaint, and I'm satisfied that they are.

There are, though, certain time limits that apply – and I think these mean Mr and Mrs F's claim would've been time-barred. 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 F's claim under Section 75 is that but for the Supplier's various alleged misrepresentations, they wouldn't have purchased the Signature Collection membership (and, therefore, entered into the related loan with Shawbrook). So it is the date on which they entered into those agreements that their cause of action arose, meaning they had six years from that date within which to bring this claim.

Mr and Mrs F purchased the membership on 20 April 2015. They raised their Section 75 claim on 5 October 2022 – more than six years later. So I think Shawbrook had a complete defence to the claim about misrepresentation, having been raised outside of the six-year statutory limit.

That being the case, I don't think Shawbrook acted unfairly or unreasonably in declining Mr and Mrs F's claim.

### **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 and Mrs F to accept or reject my decision before 9 January 2026.

Ben Jennings  
**Ombudsman**