

The complaint

Mr B says Clydesdale Financial Services Limited trading as Barclays Partner Finance ('BPF') has unfairly declined his claim under section 75 of the Consumer Credit Act 1974 ('CCA'). And he says his creditor-debtor relationship with BPF was unfair to him under section 140A of the CCA.

What happened

In July 2012, Mr B and another (Mrs B) purchased a timeshare membership from a timeshare provider (the 'Supplier'). It cost £6,500. Mr B borrowed £5,200 from BPF to help pay for it. The loan was repaid in full in May 2014.

In October 2022, Mr B wrote to BPF to complain about the purchase and the related loan.

BPF issued its final response letter on 22 June 2023. It rejected the complaint.

In October 2023, Mr B used a professional representative ('PR') to write to BPF again to complain about the purchase and the related loan.

BPF issued its final response letter on 1 November 2023. It said Mr B had waited too long to make a claim/complaint under sections 75 and 140A of the CCA.

Mr B's PR referred the complaint to our service.

One of our investigators considered the complaint. He didn't think we could consider the complaint under section 140A of the CCA because it had been made more than six years after the loan was repaid. Nor did he think we could consider the complaint about the lending decision or the status of the credit broker as Mr B had already complained about both and BPF had issued its final response letter on 22 June 2023. This meant he had six months from that date to refer the complaint to our service and he didn't. Finally, our investigator didn't think it was unfair for BPF to rely on the Limitation Act 1980 (the 'LA') to reject the claim under section 75.

Mr B's PR asked for a final decision from an ombudsman.

I wrote to Mr B's PR and BPF on 1 December 2025 to say that as BPF's final response letter dated 22 June 2023 didn't address Mr B's complaint about the lending decision, I didn't think it had been referred too late and I had therefore considered it on its merits. My provisional view was that even if BPF failed to do everything it should have done when it agreed to lend to Mr B (and I made no such finding), I would still have to be satisfied that the money it lent Mr B was actually unaffordable before also concluding that he lost out as a result. I said that based on the information provided, I wasn't satisfied that the lending was unaffordable to Mr B. I invited both parties to send me any comments or evidence they wanted me to consider on this point by 12 December 2025. BPF provided some further evidence of the checks it did at the time, and it referred me to some evidence it had already provided. And it said the lending decision had been assessed correctly at the point of sale. Mr B's PR didn't respond.

This decision will deal solely with Mr B's complaint about the lending decision, and his complaint that BPF unfairly declined his claim under section 75 of the CCA. I will consider the rest of Mr B's complaint in a separate decision.

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.

Above, I've explained why I wasn't minded to uphold Mr B's complaint about the lending decision. As the PR hasn't provided any further comments or evidence to show that the lending was unaffordable, my opinion and the reasons for it remain the same.

Section 75 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, BPF says it's too late for Mr B to make a claim for misrepresentation. It's specifically referred to the LA, which sets the statutory time limits for bringing civil claims in England and Wales. The LA says Mr B had six years from the date on which the 'cause of action accrued' to make his claim, after which BPF has a complete defence.

It is of course for a court to determine whether a respondent can rely on the LA to defend a claim. That said, I wouldn't normally think it was unfair for a firm to rely on the LA to decline a claim that's been made outside the limitation period, and I don't think it's unfair in this instance.

The date on which the cause of action accrued is, in this case, the date of sale. It was then that Mr B entered into an agreement based, he alleges, on the Supplier's misrepresentation(s). As the loan from BPF was used to finance the purchase, it was also then that he suffered a loss. It follows that Mr B had six years from the date of sale to make a claim for misrepresentation. But he didn't make his claim until October 2023, which is outside the time limits set by the LA.

Mr B's PR has referred me to section 32 of the LA, which postpones the limitation period in cases of fraud, concealment, or mistake. It's also referred me to a county court judgment.

Essentially, it says the facts relevant to the cause of action were concealed from Mr B at the point of sale, and 'were only revealed when [he] sought advice', and there 'was nothing that alerted [him] to the facts raised'.

But the facts relevant to the cause of action would have been known to Mr B shortly after the purchase: he says the Supplier told him he would 'get more exclusive holidays if [he and Mrs B] purchased more points', but he says this was false and they didn't get more flexibility or more access to exclusive holidays. How were these facts concealed from him and only revealed when he sought advice? I simply don't agree with the PR's submissions. Nor has it provided persuasive evidence of fraud, concealment or mistake, such that section 32 of the LA would postpone the limitation period in this case.

I'd like to reiterate that only a court can decide whether this claim was made out of time. My finding is simply that I don't think it's unfair for BPF to rely on the LA to decline the claim.

My final decision

For the reasons given, I don't think it was unfair for Clydesdale Financial Services Limited trading as Barclays Partner Finance to decline Mr B's claim under section 75 of the CCA. And I don't uphold Mr B's complaint about the lending decision.

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

Christopher Reeves
Ombudsman