DRN-6027856

The complaint

Mrs H's complaint is, in essence, that Shawbrook Bank Limited (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with her under Section 140A of the Consumer Credit Act 1974 (as amended) (the 'CCA') and (2) deciding against paying claims under Section 75 of the CCA.

Background to the Complaint

Mrs H and her partner first became customers of a timeshare provider (the 'Supplier') in August 2006 when they purchased a trial membership. They made several subsequent purchases, which all fall outside the scope of this complaint.

On 2 June 2014, (the 'Time of Sale') Mrs H and her partner purchased membership of a timeshare (the 'Fractional Club'), from the Supplier. They entered into an agreement with the Supplier to buy 2,390 fractional points at a cost of £39,141 (the 'Purchase Agreement'). After trading in their existing membership, the Fractional Club membership cost £3,641.

Fractional Club membership was asset backed – which meant it gave Mrs H and her partner 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.

Mrs H paid for their Fractional Club membership by taking finance of £3,641 from the Lender (the 'Credit Agreement'). Although the Purchase Agreement is in joint names with her partner, Mrs H is the only named party on the Credit Agreement, so she is the eligible complainant.

Mrs H – using a professional representative (the 'PR') – wrote to the Lender on 5 March 2020 (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 Mrs H's concerns as a complaint and issued its final response letter on 19 January 2021, 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.

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

I issued my provisional findings to the parties on 30 July 2025.

In my provisional decision, I said:

"My 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 and Section 75A of the CCA: the Supplier's misrepresentations at the Time of Sale and subsequent breaches of contract

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 the condition that the cash price of the purchase must exceed £100 but not exceed £30,000. So, if the purchase price of the product is in excess of £30,000, irrespective of the value of any trade-in, a claim under Section 75 cannot succeed.

As I have seen from the purchase documents, Mrs H's Fractional Club membership had a cash price of £39,141, which is greater than the upper limit covered by Section 75. So, I am satisfied that her claim under Section 75 for misrepresentation cannot succeed for this reason.

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

(1) *told that the annual maintenance fees were subject to minimal increases when they increased substantially.*
(2) *told by the Supplier that the Fractional Club membership had a guaranteed end date after 19 years, but this was not true.*
(3) *told that she would be guaranteed availability at the resorts, specifically during school holidays and summer, which was not true.*
(4) *told she was joining an exclusive club, when that was not true.*

Although the PR has framed these allegations as misrepresentations, I think points (3) and (4) can also be considered as allegations that the Supplier breached the contract with Mrs H.

Section 75A of the CCA provides consumers, such as Mrs H, with additional protection in the event that there is an actionable breach of contract by the Supplier and the cash price of the purchase falls between £30,000 and £60,260. On this basis, I have considered whether the Lender ought to have paid a claim under Section 75A CCA.

These allegations relate to the holidays taken by Mrs H and her family members. From what I know about how Fractional Club products worked, and how they were sold, I think it's likely that Mrs H was given examples of the types of holidays she could book using her annual points allocation. I think it's understandable that availability was more limited during peak periods, such as school holidays.

So, I don't think the Supplier misrepresented the type of holidays that Mrs H and her family could receive through the Fractional Club membership, and I don't think it breached the contract with her.

So, while I recognise that Mrs H - and the PR - have concerns about the way in which Fractional Club membership was sold by the Supplier, I don't think Section 75 applies to Mrs H's purchase as the conditions are not met for such a claim.

When looking at the claim under Section 75A of the CCA, I can only consider whether there was a breach of contract by the Supplier. For the reasons 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 claim.

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

I've already explained why I'm not persuaded that Mrs H's claims under Section 75 and Section 75A were not handled unfairly by the Lender. 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 Mrs H 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 Time 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 sale given its circumstances.*

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

<u>The Supplier's sales & marketing practices at the Time of Sale</u>

Mrs H'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 Mrs H and carried on unfair commercial practices under Regulations 5 and 6 of the Consumer Protection from Unfair Trading Regulations 2008 ('the CPUT Regulations'). 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 Mrs H to make the purchasing decision she did, I'm not persuaded that anything done or nor 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 acted unfairly.

Overall, therefore, I don't think that Mrs H's credit relationship with the Lender was rendered unfair to her under Section 140A for any of the reasons above.

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

The PR also alleges that the Supplier misled Mrs H and carried on unfair commercial practices under Regulation 5 of the Unfair Terms in Consumer Contract Regulations 1999 (UTCCR). However, as Regulation 5 of the UTCCR states, 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 Mrs H to make the purchasing decision she did, I'm not persuaded that anything done or nor 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 the Consumer Protection from Unfair Trading Regulations 2008. But given the limited evidence in this complaint, I am not persuaded that the Supplier did.

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 Mrs H in practice, nor that any such terms led her to behave in a certain way to her detriment. And with that being the case, 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.

The PR and Mrs H's response to the Investigator's findings

In response to our Investigator's rejection of Mrs H's complaint, the PR raised additional concerns about the events at the Time of Sale and provided a "supplementary statement" which is signed by Mrs H and dated 23 February 2024.

In summary, the additional concerns raised in response to the Investigator's findings are:

The Supplier pressured Mrs H into entering the Purchase Agreement
The Fractional Club was sold as "an investment" and "the description was of the potential to make a profit, but with it being clear that the level of profit could not be guaranteed."

However, as things stand, none of these strike me as reasons the complaint should be upheld. I'll explain why.

I acknowledge that Mrs H may have felt weary after a sales process that went on for a long time. But she says little about what was said and/or done by the Supplier during the sales presentation that made her feel as if she had no choice but to purchase Fractional Club membership when she simply did not want to. So, with all of that being the case, there is insufficient evidence to demonstrate that Mrs H made the decision to purchase Fractional Club membership because her ability to exercise that choice was significantly impaired by pressure from the Supplier.

Lastly, I've thought about what Mrs H – and the PR – now say about the way the Supplier sold the Allocated Property element of the Fractional Club membership to Mrs H.

The PR now says that the Supplier breached Regulation 14(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (the 'Timeshare Regulations'). This is what that 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."

I've first considered Mrs H's original witness statement, which is signed and dated 14 March 2017. Here, she says that the sales meeting was shorter than the previous one she attended because the sales agent didn't spend time going through the details of how the Fractional Club worked, just the new changes being proposed. So, I've looked at what she says about what she was told at the previous sales meeting, where she and her partner first purchased a fractional product with the Supplier. Here, she says:

"We were told that we could get more or less what we had paid back as property prices always increased in value. We were concerned about how it worked as 3/52 of the purchase price was made for very expensive apartments. However, we worked on the belief that [the Supplier] would ensure that it was sold on a similar basis to the next generation and that we would therefore at least get a good proportion of our money back. Our absolute understanding was that our commitment would end after 19 years and the property would be sold at this point."

The term "investment" is not defined in the Timeshare Regulations. But for the purposes of this provisional 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 Mrs H the prospect of a financial return – whether or not, like all investments, that was more than what she 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 Mrs H 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 her as an investment, i.e. told her or led her to believe that Fractional Club membership offered her the prospect of a financial gain (i.e., a profit) given the facts and circumstances of this complaint.

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.

I now need to consider what impact any breach of Regulation 14(3) of the Timeshare Regulations had on the fairness of the credit relationship between Mrs H and the Lender 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 Mrs H and the Lender that was unfair to her and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led her to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

But on my reading of the evidence before me, the prospect of a financial gain from Fractional Club membership was not an important and motivating factor when Mrs H decided to go ahead with her purchase. After all, Mrs H's own testimony doesn't persuade me that her purchase was motivated by the share in the Allocated Property and the possibility of a profit, as she says she thought she would get "a good proportion" of her money back, not a profit, on the sale of the Allocated Property. So, I don't think any breach of Regulation 14(3) by the Supplier was likely to have been material to the decision she ultimately made.

I've read and considered Mrs H's supplementary statement, but I need to consider this in light of the time it was written. As such, I think her first statement – which she provided nearly three years before the PR sent the Letter of Complaint, and nearly seven years before the date of the supplementary statement – provides the most reliable recollections of the events at the Time of Sale. Additionally, the allegation that the Fractional Club membership was sold as an investment, in breach of Regulation 14(3), does not appear at all in the PR's Letter of Complaint, which I would have expected to see if this was an important factor in Mrs H's decision to enter the Purchase Agreement and Credit Agreement.

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 Mrs H'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 she would have pressed ahead with her 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 Mrs H and the Lender was unfair to her even if the Supplier had breached Regulation 14(3)."

In summary, I wasn't minded to think that the Lender acted unfairly or unreasonably when it dealt with Mrs H's section 75 claims.

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[1] 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 Mrs H. 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 Mrs H 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 Mrs H had a material impact on her decision to enter into the Credit Agreement. At £364.10, it was only 9.8% of the amount borrowed and even less than that (5.32%) as a proportion of the charge for credit. That didn't strike me as

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

disproportionate; nor were the surrounding circumstances otherwise capable of rendering unfair the credit relationship between the Lender and Mrs H 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 Mrs H and the Lender was unfair to her under section 140A of the CCA. Absent any other reason why it would be fair or reasonable to direct the Lender to compensate Mrs H, I said I didn't propose to uphold the complaint.

Responses to my provisional findings

The Lender accepted my provisional decision and expressed some concerns about delaying matters due to investigating the matter of commission. The PR didn't accept the proposed outcome. It made further submissions in support of Mrs H'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 recently 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[2] 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 (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 Mrs H'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.

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

The PR's response to my provisional decision relates mainly to the issue of whether the credit relationship between Mrs H 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 Mrs H 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 Mrs H.

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 & 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 that Mrs H 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 Mrs H as an investment, in breach of Regulation 14(3). I went on to explain that relevant case law[3] indicates that in considering the question of relief for any resultant unfairness in the credit relationship, I needed to take into account any material impact of such a breach on Mrs H'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 Mrs H'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 Mrs H's purchase decision would have been any different, given the other motivational factors she had described. Having re-examined Mrs H'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 Mrs H'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 Mrs H and the Lender was not rendered unfair to her 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. 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. 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.

[3] *Carney* and *Kerrigan*

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 have read and considered the submissions made by the PR on behalf of Mrs H. 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* has on Mrs H's arguments that her credit relationship with the Lender was unfair to her 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 Mrs H's case. It hasn't, for example, provided evidence to show the existence of commercial or contractual ties that were concealed from Mrs H, any persuasive reasons to conclude that the Supplier's role was that of advisor to Mrs H, 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[4]. 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.

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.

Section 140A: Conclusion

[4] In *Wilson v Clydesdale Financial Services Ltd t/a Barclays Partner Finance* [2021] (Unreported), the court 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 not amounting to legal precedent, the similarity of the subject matter of that case suggests to me that it is reasonable to take the same approach when considering the facts in this case.

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 Mrs H and the Lender under the Credit Agreement and related Purchase Agreement was unfair to her 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 Mrs H (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 Mrs H 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 her. 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 she would still have taken out the loan to fund her 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 Mrs H's section 75 claims. And I'm not persuaded that the Lender was party to a credit relationship with Mrs H that was unfair to her 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 Mrs H.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 14 January 2026.

Andrew Anderson
Ombudsman