

## **The complaint**

Mr A complains that Nationwide Building Society rejected his claim under section 75 Consumer Credit Act 1974 (“s.75”) in respect of a service which was not provided.

## **What happened**

In July 2019 Mr A paid £10,110 to a company called Timeshare Legals (“TL”). He paid £7,000 of this using his Nationwide credit card account. He has told Nationwide that this was to release him from his timeshare contract. He says that TL did not obtain the release he was seeking and in early 2024 he contacted Nationwide to make a s.75 claim.

Nationwide asked him for a copy of the contract and other documentary evidence, but Mr A had not retained the paperwork apart from a receipt. He said that TL had been wound up. He added that he had spoken to TL representatives on the phone a number of times but after early 2021 he was unable to get hold of anyone at TL. He asked Nationwide to investigate.

Nationwide rejected his claim as it could not identify what the contract contained and so was unable to identify any breach of contract or misrepresentation. It also rejected Mr A’s complaint. Mr A brought a complaint to this service where it was considered by one of our investigators who didn’t recommend it be upheld. She noted the lack of documentary evidence to support Mr A’s claim and didn’t think it was unreasonable of Nationwide to reject it.

Mr A didn’t agree and supplied a page entitled TL Terms of Engagement. This is annotated as page 1 of 2. It is unsigned and undated and Mr A has subsequently claimed it was the standard contract used by TL. Our investigator could not accept it as being evidence of what Mr A had signed.

Mr A asked that his case be considered by an ombudsman. He believed our investigator had misunderstood the Terms of Engagement document and said that contrary to her assertion it did set out what service TL agreed to provide. He also said he had been contacted by a Spanish law firm which had told him they had not been paid by TL and so they had closed their file.

He said the evidence showed he had paid TL and they had not paid the law firm and no work had been done on his case. He suggested this service contact the law firm.

## **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 the evidence is incomplete, inconclusive or contradictory as some of it is here – I’ve reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I’ve summarised the events of the complaint. I don’t intend any

discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr A that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

Having considered the material provided by both parties I have conclude I cannot uphold this complaint. I will explain why.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Nationwide has come to a fair outcome based on the evidence it was provided. I am satisfied the required agreement is in place and so I must consider if there has been a breach of contract or misrepresentation.

I should explain that Mr A is asking Nationwide to pay him a significant sum of money and the onus is on him to provide the evidence in support of his claim. It is not Nationwide's responsibility to seek out the evidence. Nor is it the responsibility of this service. Our role is to reach a fair and reasonable decision on Nationwide's response to the claim.

The problem faced by Nationwide was the lack of evidence provided by Mr A. In order for it to be satisfied there was either a breach of contract or misrepresentation it is reasonable for it to be provided with the contract. I understand Mr A has misplaced this document and more recently he let this service see one page of what he says are the standard terms and conditions used by TL. I have no evidence that this is the same or even similar to the document Mr A signed.

Unless Mr A can show clearly what was in the contract he signed it is difficult to say that there has been a breach of contract or any misrepresentation. I do not believe providing a single unsigned and undated page is sufficient to demonstrate that these were the terms of his contract.

In any event, I also note that the document is suitably vaguely worded and uses the word 'may' and requires action from Mr A before taking any claim forward. It also doesn't guarantee a claim will be successful. So even if this was the contract, or part of the contract agreed by Mr A it is not clear whether it was breached. I also note Mr A has not provided documentary evidence that his timeshare agreement has not been terminated. He has said it has been suspended due to him not paying fees due and while that may be the case I would expect him to provide Nationwide with evidence to confirm his assertion.

Mr A also says he received contact from a Spanish law firm, but there is no documentary

evidence of this and, if anything, it only serves to show that TL did do some work on his behalf. Quite simply Mr A is relying on circumstantial evidence in support of his claim and I consider Nationwide took a reasonable decision.

I am aware that TL is currently under investigation for fraud, but that has not yet come to a conclusion. I asked Nationwide if it thought the knowledge of that investigation would allow it to change its position. It said that it would not since Mr A had not been able to prove his claim. It did say that it wouldn't change its view unless Mr A was able to provide the documentation to support his claims.

I have every sympathy with Mr A, but it is his responsibility to provide the evidence to support his claim. I cannot require Nationwide to pay him over £10,000 without clear evidence in support of the claim.

### **My final decision**

My final decision is that I do not uphold this claim.

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

Ivor Graham  
**Ombudsman**