

The complaint

Ms C complains that Clydesdale Financial Services Limited trading as Barclays Partner Finance ('BPF') 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

Ms C purchased a membership from a timeshare provider on 6 January 2015. To help pay for the membership, she took out a loan of £7,564 with BPF.

Through a professional representative ('PR1'), Ms C complained to BPF on 16 March 2023 that:

- The Supplier had misrepresented the Fractional Club membership in a number of ways, giving her a claim against BPF under Section 75 of the CCA.
- The credit relationship she had with BPF was unfair to her under Section 140A of the CCA.

Ms C also complained that the credit relationship between her and BPF was unfair to her 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 has been raised outside of the time limits within the rules that govern us.

BPF rejected Ms C's complaint, saying, in short, that she had raised her Section 75 claim outside of the six-year limit imposed by the Limitation Act 1980 and there was therefore no valid claim.

So Ms C, now being assisted by a different professional representative ('PR2'), referred her complaint to us. Our Investigator thought that the defence available to BPF under the Limitation Act meant that it hadn't done anything wrong in declining Ms C's claim, so he didn't recommend that the complaint be upheld.

As Ms C 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 BPF under Section 75 essentially mirrors the claim Ms C could make against the Supplier. Certain conditions must be met if this protection is engaged – which are set out in the CCA. BPF does not dispute that the relevant conditions are met in this complaint.

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.

Ms C's claim under Section 75 is that but for the Supplier's various alleged misrepresentations, she wouldn't have purchased the timeshare membership (and, therefore, entered into the related loan with BPF). So it is the date on which she entered into those agreements that her cause of action arose, meaning she had six years from that date within which to bring this claim.

Ms C purchased the membership on 6 January 2015. She raised her Section 75 claim on 16 March 2023 – more than six years later. So I think BPF had a complete defence to the claim, having been raised outside of the six-year statutory limit. That being the case, I don't think BPF acted unfairly or unreasonably in declining Ms C's claim.

I also note that PR1 said in the Letter of Complaint that the Credit Agreement was arranged by an unauthorised credit broker, the upshot of which is to suggest that BPF wasn't permitted to enforce the Credit Agreement. I also consider that to be a matter that falls within our jurisdiction. However, I do not think that element of the complaint should succeed either – given that it looks to me like Ms C knew, amongst other things, how much she was borrowing and repaying each month, who she was borrowing from and that she was borrowing money to pay for Fractional Club membership. And as the lending doesn't look like it was unaffordable for her, even if the Credit Agreement was arranged by a broker that didn't have the necessary permission to do so (which I make no formal finding on), I can't see why that led to Ms C suffering a financial loss. And with that being the case, I'm not persuaded that it would be fair or reasonable to tell BPF to compensate her, even if the loan wasn't arranged properly.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 4 February 2026.

Ben Jennings
Ombudsman