DRN-6062771

Financial Ombudsman Service

The complaint

Mrs T's complaint is, in essence, that Mitsubishi HC Capital UK Plc, trading as Novuna Consumer Finance ('the Lender'), acted unfairly and unreasonably by (1) deciding against paying a claim made under Section 75 of the Consumer Credit Act 1974 ('CCA') and (2) being party to an unfair credit relationship with her under Section 140A of the CCA.

What happened

Mrs T purchased a timeshare on 30 May 2013 (the 'Time of Sale') from a third party (the 'Supplier'). She used a loan from the Lender (the 'Credit Agreement') to help pay for the timeshare before repaying the Credit Agreement in full on 16 June 2014.

Mrs T – using a professional representative ('PR') – contacted this service on 3 September 2021 after, she alleges, having complained to the Lender on 29 May 2019 about:

1. Misrepresentations by the Supplier at the Time of Sale giving her a claim under Section 75 of the CCA.
2. The Lender's participation in an unfair credit relationship under the Credit Agreement and related timeshare agreement for the purposes of Section 140A of the CCA.
3. Not being advised of any commission that may have been paid by the Lender to the Supplier.

Mrs T's Section 75 Complaint

Mrs T says that the Supplier made misrepresentations at the Time of Sale – namely that:

1. The product was an investment when that wasn't true.
2. The property to be sold under the agreement was guaranteed to sell for a profit when that wasn't true.

Mrs T's Section 140A Complaint

The Letter of Complaint set out a number of reasons for why Mrs T says the credit relationship between her and the Lender was unfair to her. It isn't practical or necessary to set out those reasons in detail here. But in summary, they include the following:

1. Fractional Club membership was marketed and sold to her as an investment in breach of regulation 14(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (the 'Timeshare Regulations').
2. The Supplier subjected Mrs T to intense pressure and aggressive commercial practices.
3. The Lender didn't undertake proper checks to ensure the lending was affordable for Mrs T.
4. Mrs T wasn't given a reasonable range of choices before agreeing to the lending. The suitability of the lending for Mrs T's needs wasn't assessed.

The Lender dealt with Mrs T's concerns as a complaint and issued its final response letter on 8 November 2021 rejecting the Section 75 claim on the basis that there was a defence to the

complaint under the Limitation Act 1980 (the 'LA'). The Lender subsequently made the same argument in rejecting the complaint about Section 140A. In recognition that it didn't reject the Section 140A complaint at the first opportunity, it offered to pay Mrs T £300 as compensation.

Our Investigator was unable to resolve the complaint informally, and so the complaint was passed to me to review afresh.

On considering the complaint initially, I was of the view that it was fair for the Lender to rely on the LA to reject Mrs T's claims. I issued a provisional decision ('PD1') to that effect and provided both parties with the opportunity to respond before I considered the complaint again.

The Lender didn't respond to PD1. The PR said Mrs T didn't agree with it. The complaint was returned to me to re-consider. I issued a second provisional decision ('PD2'), giving the parties the opportunity to respond. PD2 included the following:

'***What I've provisionally decided – and why***

After reflecting on PD1, I've re-read and re-considered all the available evidence and arguments to decide:

1. *whether the Financial Ombudsman Service's jurisdiction permits me to consider the entire subject matter of this complaint; and, if relevant.*
2. *what's fair and reasonable insofar as the merits of this complaint are concerned.*

Having done so, I am minded to conclude that:

1. *Mrs T's complaint about a credit relationship with the Lender that was unfair to her is not within our jurisdiction because it wasn't made within the time limits set out in DISP 2.8.2 R (2).*
2. *Mrs T's complaint about the Lender's decision to reject her concerns about the Supplier's alleged misrepresentations under Section 75 of the CCA was made in time under DISP 2.8.2 R (2). But the Lender didn't act unfairly or unreasonably by coming to the decision it did.*

I'll explain my reasons for my latest provisional conclusions below.

The Financial Ombudsman Service's Substantive Jurisdiction

The subject matter of this complaint must fall within the definition of a "complaint", if I'm to consider it; and the Financial Ombudsman Service only has the jurisdiction to consider "complaints" (as defined in the Glossary of the Financial Conduct Authority's Handbook of rules and guidance) about the provision of, or failure to provide, a financial service, claims management service or redress determination. Expressions of dissatisfaction about other matters fall outside the Service's jurisdiction.

What's more, the Financial Ombudsman Service can only consider complaints under its Compulsory Jurisdiction that concern an "activity" as set out in Rule 2.3.1 of the Dispute Resolution Rules ('DISP') in the FCA's Handbook – which, insofar as it's relevant here, means that this complaint must relate to an act or omission of a respondent firm (or a person for whom the respondent firm is responsible[1]) in lending money[2] or carrying out a regulated

[1] See DISP 2.3.3 G.
[2] This excludes restricted credit unless the lending amounted to a credit-related regulated activity.

activity or any ancillary activity carried out by the respondent firm in connection with those activities.

Mrs T's concerns about the Lender's decision to decline her Section 75 claim and her complaint about its participation in and/or perpetuation of an unfair relationship as the creditor to the Credit Agreement are expressions of dissatisfaction about the provision of a financial service. And as the Credit Agreement was a "regulated credit agreement" for the purposes of Article 60(B)(1) in Part 2 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (the 'Regulated Activities Order'), those concerns are also clearly about a regulated activity.

So, the Financial Ombudsman Service does have the jurisdiction to consider both of aspects Mrs T's complaint if they were made in time.

I have considered, therefore, whether these aspects were complained about in time – starting with the Section 140A complaint, and then moving onto the Section 75 complaint.

Mrs T's Section 140A Complaint

Under Section 140A of the CCA, a debtor-creditor relationship can be found to have been or be unfair to the debtor because of the terms of the credit agreement itself and how the creditor exercised or enforced its rights under the agreement. Such a finding may also be based on the terms of any related agreement and, when combined with Section 56 of the CCA, on anything done or not done by the supplier on the creditor's behalf before the making of the credit agreement or any related agreement.

In cases such as this one, when restricted credit was granted, Section 56 of the CCA created a statutory agency relationship between the Supplier and the Lender because it states that any negotiations between a debtor and the supplier before a transaction financed by a debtor-creditor-supplier agreement are deemed to have been conducted by the supplier as an agent of the creditor. This means that the Supplier was acting 'on behalf of' the Lender when it sold Mrs T her timeshare at the Time of Sale, such that the Supplier's pre-contractual acts and/or omissions are relevant to the complaint that the Lender was party to an unfair relationship under Section 140A of the CCA.

However, an assessment of unfairness under Section 140A isn't limited to what happened immediately before or at the time a credit agreement and related agreement were entered into. The High Court held in Patel v Patel [2009] EWHC 3264 (QB) (which was recently approved by the Supreme Court in the case of Smith v Royal Bank of Scotland Plc [2023] UKSC 34), that determining whether or not the relationship complained of was unfair had to be made "having regard to the entirety of the relationship and all potentially relevant matters up to the time of making the determination" – which was the date of the trial in the case of an existing credit relationship or otherwise the date the credit relationship ended.

So, for as long as the Credit Agreement remained outstanding, the Lender was responsible for the matters that might have made its relationship with Mrs T unfair and for taking steps to remove the source of that unfairness or mitigate its consequences so that the relationship was no longer unfair.

Accordingly, in alleging that she was subject to an unfair credit relationship under Section 140A, Mrs T's complaint extends to the Lender's acts and omissions, in being party to such a relationship and perpetuating its unfairness, right up until the moment her credit relationship with it ended.

Was Mrs T's Section 140A complaint made in time?

Section 2 of the Rules set out in DISP covers whether Mrs T's complaints were made in time for the purposes of allowing the Financial Ombudsman Service to consider them.

This is what DISP 2.8.2 R says (insofar as it's relevant to this complaint):

'The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

[…]

(2) more than:

(a) six years after the event complained of; or (if later)
(b) three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint;

unless the complainant referred the complaint to the respondent or to the Ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received; […]

unless:

[…]

(3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R […] was as a result of exceptional circumstances; or […]'

Claim/complaint correspondence

I note that the Letter of Complaint the PR sent to the Lender is dated 29 May 2019. I note also that the letter the PR sent directly to the Supplier – to request rescission of Mrs T's timeshare contract – was also dated 2019 (14 June).

However, there is cause to doubt when the Letter of Complaint was sent to the Lender and, in turn, when the complaint under Section 140A (and claim under Section 75) was made. I say that because the Lender has argued it didn't receive the Letter of Complaint in 2019. The Lender says it hadn't seen it until this service sent it a copy in September 2021. The Lender's provided a copy of its contact notes for Mrs T's account, and I believe they are consistent with it not having received the Letter of Complaint sooner.

In addition, the Lender points out that the properties for the Letter of Complaint Word document show it was created on 29 January 2020 – eight months after it is dated. The same properties for the separate letter to the Supplier requesting rescission, on the other hand, are consistent with that having been created when it was dated. Had the Letter of Complaint been sent to the Lender around the time it was dated, I'd have expected to see the PR follow this up sooner, as opposed to waiting until September 2021 to refer the matter to this service as it did due to the lack of response.

I've thought about the PR questioning how the Lender came to issue its response if it didn't receive its claim/complaint. But, as I say, the Lender did see the Letter of Complaint – although that was only after this service forwarded it on in September 2021.

I note that the PR says neither its member of staff that allegedly complained to the Lender in May 2019, nor the one that escalated the matter to this service in September 2021, work for

the PR any longer. I can see how this isn't helpful to Mrs T's case, but little can be done about that at this stage.

Overall, I can't say with absolute certainty when Mrs T's claims were made to the Lender. But, on the balance of the available evidence, I'm persuaded it's more likely than not that the Lender wasn't made aware of them until September 2021.

The date the complaint and claim were made is important for reasons I'll come on to explain below.

Part 1 – Six Years

The event complained about for the purposes of DISP 2.8.2 R (2)(a) is the allegation that the Lender was party to an unfair credit relationship with Mrs T and, during the currency of that relationship, it perpetuated the unfairness, failing in its responsibilities to take the necessary steps to correct the situation.

The Credit Agreement and, in turn, Mrs T's credit relationship with the Lender ended on 16 June 2014. But, as I say, her complaint about that credit relationship was first made (to this service) on 3 September 2021. So, it's clear that she complained more than six years after the event complained about.

Part 2 – Three Years

However, that isn't the end of the matter. DISP 2.8.2 R (2)(b) could provide Mrs T with more time to complain about the event in question if she did so within three years of the date she became aware, or ought reasonably to have become aware, that she had cause to complain.

This raises the question as to whether Mrs T was aware, or ought reasonably to have been aware, more than three years before she first complained to the Lender that she had cause to complain to it.

So, that's what I've considered here.

To answer this question, I need to consider whether and when Mrs T was aware or ought reasonably to have been aware that:

1. *There was a problem with the lending or with her timeshare.*
2. *The problem(s) caused her a loss.*
3. *Another party's actions (or its failure to act) may have caused the loss.*
4. *The other party may have been the Lender.*

The Letter of Complaint set out various reasons for why Mrs T thinks her credit relationship with the Lender was unfair under the Credit Agreement, including:

1. *That undue pressure was applied by the Supplier that made her feel she couldn't leave the premises without going ahead with the purchase first.*
2. *Various concerns about the lending at the Time of Sale.*
3. *The payment of secret commission by the Lender to the Supplier.*

And this is what that letter had to say on the subject of the lending at the Time of Sale:

1. *At no stage prior to entering into the Credit Agreement was an adequate assessment done to determine the affordability of the loan for Mrs T.*
2. *Mrs T wasn't given an adequate explanation as to the features of the Credit Agreement*

that may have made the credit unsuitable for her given her characteristics or told about the other options that might have been available to her.

It's arguable that Mrs T knew or ought to have known when she entered the Credit Agreement that the Lender might have done something wrong, had she reflected on the fact that she was tied into repaying the loan that, the PR suggests but has not explicitly stated, was in fact unaffordable for her.

This alone might mean that Mrs T ought reasonably to have realised that she had cause to complain that her credit relationship with the Lender might have been unfair to her long before she actually complained.

In any case, I think there were other reasons why Mrs T ought reasonably to have been aware that she had cause to complain about the possibility of her credit relationship with the Lender being unfair to her. These include the allegations she made about pressure and the Supplier's selling practices. This is what the Letter of Complaint included about that:

'Additionally, they were subjected to intense pressure and aggressive commercial sales practices by the representatives. The [sic] felt they could not leave without signing up to something. It is an accepted aggressive commercial practice to create the impression a consumer cannot leave the premises without concluding a contract.

Our clients were sold fractional points at this high-power, high-pressured sales presentation.

[…]

Further, our clients were pressured into entering the credit agreement. This relationship is unfair by virtue of your acts or omissions, those being to ensure the credit introducer, who was acting on your behalf, took such steps as it would be reasonable to expect them to do so in the interests of fairness.'

It seems likely to me that it wasn't long after the Time of Sale, if not during, that Mrs T knew that there were significant problems with the sale causing her financial losses because she says she was pressured into taking the timeshare and the lending to pay for the timeshare.

So, Mrs T knew or ought reasonably to have known at that time that something had gone wrong and that another party was responsible for the losses that she says followed. One of those parties was, quite obviously, the Supplier. But Mrs T also knew that the Lender had financed the purchase of her timeshare and that the Supplier had brokered the finance.

Given the size of the financial commitment that Mrs T found herself with because of her timeshare and the associated loan, and the long-term financial consequences of both of those commitments for her, I think it's reasonable to have expected her to carry out enquiries when her concerns about their loan and timeshare first arose in order to establish what her rights were.

What's more, Mrs T's timeshare was a complicated contract that included (amongst other things) an interest in overseas property. As such, it was, by its very nature, fraught with complexities. And with that being the case, if Mrs T wasn't already aware of the implications of her concerns and the possible complaints that she might make in light of them, the obvious course for her to take was to make further enquiries and seek advice. Such enquiries seem to me to have been a step she ought reasonably to have taken shortly after she acquired the timeshare when she began to have concerns about how it had been sold to her. And had she carried out such enquiries, I think they would have led Mrs T to discover

that the Lender, as the connected lender that financed the transaction, may well have borne responsibility for the problems she says she experienced.

With all of that being the case, I think that Mrs T ought reasonably to have been aware that she had cause to complain about the Lender holding her in an unfair credit relationship at least by the time the Credit Agreement had ended. So, I'm not persuaded that the three-year part of the relevant time limit extends the six-year part of it for the purpose of Mrs T's complaint about an unfair credit relationship under Section 140A of the CCA. And that means she had to complain about the Lender's role in such a relationship by 16 June 2020. But as she didn't do that until 3 September 2021, her complaint was made late under the rules I have to apply.

Exceptional Circumstances

I can consider the merits of a complaint referred to the Financial Ombudsman Service after the expiry of the relevant time limit if there are exceptional circumstances that justify why it was referred late. But, based on what I've seen so far, I can't say that there are any other exceptional circumstances that apply to Mrs T's complaint about an unfair credit relationship with the Lender.

I realise that this will be disappointing for Mrs T. But I hope she understands why I can't disregard the rules that apply.

Mrs T's Section 75 Complaint

Section 75 of the CCA operates quite differently to Section 140A and, when it applies, it can give borrowers a very different ground for complaint against their lender. Whereas, as I've explained, Section 140A imposes responsibilities on creditors in relation to the fairness of their credit relationships, Section 75 simply creates a financial liability that the creditor is bound to pay. Liability under Section 75 isn't based on anything the lender does wrong, but upon the misrepresentations and breaches of contract by the supplier, for which Section 75 imposes on the lender a "like claim" to that which the borrower enjoys against the supplier. If the lender is notified of a valid Section 75 claim, it should pay its liability. And if it fails or refuses to do so, that failure or refusal can give rise to a complaint to the Financial Ombudsman Service.

So, when a complaint is referred to the Financial Ombudsman Service on the back of an unsuccessful attempt to advance a Section 75 claim, the act or omission that engages the Service's jurisdiction is the creditor's refusal to accept and pay the debtor's claim – rather than anything that occurs before the claim was put to the creditor, such as the supplier's alleged misrepresentation(s) and/or breach(es) of contract.

As a result, the six and three-year time limit (under DISP 2.8.2 (2) R) to complain about an unsuccessful attempt to initiate a Section 75 claim doesn't usually start until the respondent firm answers and refuses the claim.

In this case, as the Lender refused to accept and pay Mrs T's claim on 8 November 2021, her primary time limit (of six years) only started at that time. And the complaint about the Lender's handling of that claim was referred to the Financial Ombudsman Service in time for the purpose of the rules on our jurisdiction.

However, as I've already indicated, I don't think it would be fair or reasonable to uphold this complaint for reasons relating to Mrs T's Section 75 claim. As a general rule, creditors can reasonably reject Section 75 claims that they are first informed about after the claim has become time-barred under the LA as it wouldn't be fair to expect creditors to look into such

claims so long after the liability arose and after a limitation defence would be available in court. So, it is relevant to consider whether Mrs T's Section 75 claim was time-barred under the LA before she put it to the Lender.

A claim under Section 75 is a "like" claim against the creditor. It essentially mirrors the claim the consumer could make against the Supplier.

A claim for misrepresentation against the Supplier would ordinarily be made under Section 2(1) of the Misrepresentation Act 1967. And the limitation period to make such a claim expires six years from the date on which the cause of action accrued (see Section 2 of the LA).

But a claim, like the one in question here, under Section 75 is also 'an action to recover any sum by virtue of any enactment' under Section 9 of the LA. And the limitation period under that provision is also six years from the date on which the cause of action accrued.

The date on which the cause of action accrued was the Time of Sale. I say this because Mrs T entered into the purchase of her timeshare at that time based on the alleged misrepresentations of the Supplier – which she says she relied on. And as the loan from the Lender was used to help finance the purchase, it was when she entered into the Credit Agreement that she suffered a loss.

Mrs T first notified the Lender of her Section 75 claim in September 2021. And as more than six years had passed between the Time of Sale and when she first put her claim to the Lender, I don't think it was unfair or unreasonable of the Lender to reject Mrs T's concerns about the Supplier's alleged misrepresentations.

Mrs T's Commission Complaint

I note that one of Mrs T's other concerns about the sale centered on the payment of commission by the Lender to the Supplier for the latter's brokering of the finance.

The Court of Appeal's recent judgment in Johnson and Wrench -v- FirstRand Bank, and Hopcroft -v- Close Brothers [2024] EWCA Civ 1282 sought to clarify the law on secret and partially disclosed commission paid in such cases. The Supreme Court recently heard an appeal on the case and judgment has yet to be handed down. With that being the case, I don't intend on finalising my thoughts on this complaint, insofar as they are concerned with the merits of it, until that judgment is handed down and its implications on Mrs T's complaint, if there are any, considered.'

After finalising my decision on what parts of Mrs T's complaint this service could – and couldn't – consider, I sent the parties my thoughts on Mrs T's commission complaint and provided them with the opportunity to respond. My thoughts included the following:

'*In my provisional decision, I noted that one of Mrs T's other concerns related to the alleged payment of commission by the Lender to the Supplier for acting as a credit broker and arranging the Credit Agreement. But, I said that the Supreme Court's pending (at that time) judgment on this issue may prove important to this complaint. So, I explained that I wouldn't finalise my thoughts on this complaint until it had been handed down and I'd considered its implications on this complaint, if there are any.*

As that has now happened and I've considered it, I'm outlining my thoughts on this issue in this letter so that both parties have the opportunity to respond before I finalise my decision.

The legal and regulatory context

In considering what is fair and reasonable in all the circumstances of the complaint, I am required under DISP 3.6.4R to 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.

The legal and regulatory context that I think is relevant to this complaint is, in many ways. no different to that shared in several hundred published ombudsman decisions on very similar complaints – which can be found on the Financial Ombudsman Service's website. And with that being the case, it is not necessary to set out that context in detail here. But I would add that the following regulatory rules/guidance are also relevant:

<u>The Office of Fair Trading's Irresponsible Lending Guidance – 31 March 2010</u>

The primary purpose of this guidance was to provide greater clarity for businesses and consumer representatives as to the business practices that the Office of Fair Trading (the 'OFT') thought might have constituted irresponsible lending for the purposes of Section 25(2B) of the CCA. Below are the most relevant paragraphs as they were at the relevant time:

- *Paragraph 2.2*
- *Paragraph 2.3*
- *Paragraph 5.5*

<u>The OFT's Guidance for Credit Brokers and Intermediaries - 24 November 2011</u>

The primary purpose of this guidance was to provide clarity for credit brokers and credit intermediaries as to the standards expected of them by the OFT when they dealt with actual or prospective borrowers. Below are the most relevant paragraphs as they were at the relevant time:

- *Paragraph 2.2*
- *Paragraph 3.7*
- *Paragraph 4.8*

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

The PR says that a payment of commission from the Lender to the Supplier at the Time of Sale should lead me to uphold this complaint because, simply put, information in relation to that payment went undisclosed at the Time of Sale.

As both sides already know, the Supreme Court handed down an important judgment on 1 August 2025 in a series of cases concerned with the issue of commission: Johnson v FirstRand Bank Ltd, Wrench v FirstRand Bank Ltd and Hopcraft v Close Brothers Ltd [2025] UKSC 33 ('Hopcraft, Johnson and Wrench').

I acknowledge that it's possible that the Lender and the Supplier failed to follow the regulatory guidance in place at the Time of Sale insofar as it was relevant to disclosing the commission arrangements between them.

But regulatory breaches do not automatically mean a remedy is due. Such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way. And with that being the case, it isn't necessary to make a formal finding on that because, even if the Lender and the Supplier failed to follow the relevant

regulatory guidance at the Time of Sale, it is for the reasons set out below that I don't currently think any such failure is itself a reason to require the Lender to pay compensation to Mrs T.

In stark contrast to the facts of Mr Johnson's case, the amount of commission paid by the Lender to the Supplier for arranging the Credit Agreement that Mrs T entered into wasn't high. At £1,067.63, it was only 9.75% of the amount borrowed and even less than that (5.34%) as a proportion of the charge for credit. So, had she known at the Time of Sale that the Supplier was going to be paid a flat rate of commission at that level, I'm not currently persuaded that she either wouldn't have understood that or would have otherwise questioned the size of the payment at that time. After all, Mrs T wanted Fractional Club membership and had no obvious means of her own to pay for it. And at such a low level, the impact of commission on the cost of the credit she needed for a timeshare she wanted doesn't strike me as disproportionate. So, I think she would still have taken out the loan to fund her purchase at the Time of Sale had the amount of commission been disclosed.

What's more, based on what I've seen so far, the Supplier's role as a credit broker wasn't a separate service and distinct from its role as the seller of timeshares. It was simply a means to an end in the Supplier's overall pursuit of a successful timeshare sale. I can't see that the Supplier gave an undertaking – either expressly or impliedly – to put to one side its commercial interests in pursuit of that goal when arranging the Credit Agreement. And as it wasn't acting as an agent of Mrs T but as the supplier of contractual rights she obtained under the Purchase Agreement, the transaction doesn't strike me as one with features that suggest the Supplier had an obligation of 'loyalty' to her when arranging the Credit Agreement and thus a fiduciary duty.

So, for the reasons I set out above, I'm not persuaded that the Supplier – when acting as credit broker – owed Mrs T 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 because, for the reasons I also set out above, I think Mrs T 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.'

Neither the Lender nor the PR made any further comments regarding PD2 or my findings on commission.

Having given both parties the opportunity to respond, I'm now finalising my 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.

Having done so, and given the absence of any new evidence or arguments from either party, I affirm the provisional findings and outcome reached as set out above.

Conclusion

In conclusion, given the facts and circumstances of this complaint, I do not think that the Lender acted unfairly or unreasonably when it dealt with Mrs T's Section 75 claim. And having taken everything into account, I see no other reason why it would be fair or reasonable to direct the Lender to compensate her.

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 Mrs T to accept or reject my decision before 5 February 2026.

Nimish Patel
Ombudsman