

## **The complaint**

Ms P's complaint is, in essence, that Arrow Global Limited ('Arrow Global') 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 a claim under Section 75 of the CCA.

## **What happened**

Ms P purchased membership of a timeshare (the 'Fractional Club') from a timeshare provider (the 'Supplier') on 29 November 2012 (the 'Time of Sale'). She entered into an agreement (the 'Purchase Agreement') with the Supplier to buy Fractional Club membership.

Ms P paid for Fractional Club membership by taking finance (the 'Credit Agreement') from a company that I will call Credit Provider A.

On 11 December 2015, Arrow Global purchased the debt from Credit Provider A.

Ms P – using a professional representative (the 'PR') – wrote to the company that was administering the debt on behalf of Arrow Global on 27 October 2021 (the 'Letter of Complaint') to raise several different concerns. As both sides are familiar with the concerns raised, it isn't necessary to repeat them in detail here beyond the summary above.

Having not received a response, the complaint was then referred to the Financial Ombudsman Service. We contacted the debt administrator who said the complaint should be against Arrow Global.

We contacted Arrow Global, who responded to say the complaint should be against Credit Provider A, since the allegations relate to what happened at the Time of Sale – prior to Arrow Global purchasing the debt. And that it had forwarded the complaint to Credit Provider A.

Arrow Global later informed us that it had assigned the debt to another company, which I will refer to as Debt Company B, on 31 May 2023, and so it was no longer responsible for the debt and its relationship with Ms P had ended.

The complaint was assessed by an Investigator who, having considered the information on file, said that the complaint about an unfair relationship could not be made against Arrow Global, since Debt Company B was now the creditor for the purposes of an unfair relationship claim under Section 140A of the CCA. And that the complaint about a claim under Section 75 should not be upheld (and the claim should in any case be made against Credit Provider A).

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

I issued a provisional decision in which I said:

1. The Financial Ombudsman Service does not have the jurisdiction to consider a Section 140A claim from Mrs J against Arrow Global.
2. The Financial Ombudsman Service does have the jurisdiction to consider a complaint from Mrs J that Arrow Global failed to honour a claim from her under Section 75 of the CCA, but I do not uphold this complaint.

The PR responded to say it disagreed with my provisional decision. In summary it said that:

- The complaint was directed to the correct financial business at the time the complaint was made (Arrow Global).
- The debt later being reassigned does not absolve Arrow Global of liability for the period it was the creditor.
- Ms P should not be penalised because it took the Financial Ombudsman Service a long time to assess the complaint and reach a decision.

The PR cited some legal cases which it said supported its view that I should look at the complaint about an unfair relationship against Arrow Global. It also provided some further comments on the merits of the complaint about an unfair relationship.

The PR provided no further comments about Arrow Global deciding against paying a claim under Section 75 of the CCA.

I issued a jurisdiction decision confirming I can only consider the merits of the complaint about Arrow Global deciding against paying a claim under Section 75 of the CCA. This final decision deals with the merits of that complaint.

### **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.

The PR provided no further comments in regard to the complaint about Arrow Global deciding against paying a claim under Section 75 of the CCA. So, my findings and my decision to not uphold this complaint are the same as in my provisional decision, which I repeat below.

Certain conditions must be met if the protection afforded to consumers under Section 75 of the CCA is to be engaged. Relevant in this case is that there must be a valid Debtor-Creditor-Supplier relationship in order for the creditor to be liable for any actionable misrepresentation and/or breach of contract by the supplier.

In this case the Debtor-Creditor-Supplier relationship existed between Ms P (Debtor), Credit Provider A (Creditor) and the timeshare provider (Supplier). It did not and does not exist between Ms P, Arrow Global and the timeshare provider. And any liability under Section 75 of the CCA would not pass from Credit Provider A to Arrow Global when the debt was purchased by and assigned to Arrow Global.

So, this means that any claim under Section 75 should be made to Credit Provider A. And that Arrow Global did not act unfairly or unreasonably in redirecting Ms P's claim and complaint about her Section 75 claim to Credit Provider A (or otherwise rejecting such a claim). So, I do not uphold Ms P's complaint about Arrow Global's response to her Section 75 claim.

**My final decision**

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 6 February 2026.

Phillip Lai-Fang  
**Ombudsman**