DRN-6078690

The complaint

Ms S' complaint is, in essence, that Shawbrook Bank Limited (the 'Lender') acted unfairly and unreasonably by (1) being party to unfair credit relationships 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.

What happened

Ms S was a member of a timeshare provider (the 'Supplier') – having previously purchased a product from it. But the product at the centre of this complaint is her membership of a timeshare that I'll call the 'Signature Collection' – points in which she purchased on the dates below:

- 1,540 fractional points on 28 January 2019 for £12,000 – having traded in her previous membership ('Purchase Agreement 1')
- 2,250 fractional points on 27 March 2019 for £14,783 – having traded in the membership bought under Purchase Agreement 1 ('Purchase Agreement 2')

(Which, when appropriate, I'll simply refer to as the 'Purchase Agreements')

As this complaint concerns both purchases, 28 January 2019 ('Time of Sale 1') and 27 March 2019 ('Time of Sale 2) are the 'Times of Sale' for the purposes of my decision.

Signature Collection membership was asset backed – which meant it gave Ms S more than just holiday rights. It also included a share in the net sale proceeds of a property named on the relevant purchase agreement (which I'll refer to as the 'Allocated Property 1 and 2' or, when appropriate, the 'Allocated Properties') after the end of the membership term.

However, the Signature Collection differed from other fractional timeshares offered by the Supplier, including the one Ms S had previously held, in that members had preferential rights to stay in their allocated property, and the properties were said to be more luxurious.

Ms S paid for her fractional points by taking the following amounts of finance of from the Lender:

- £12,000 on 28 January 2019 ('Credit Agreement 1')
- £14,783 on 27 March 2019 ('Credit Agreement 2')

(Which, when appropriate, I'll simply refer to as the 'Credit Agreements')

Ms S – using a professional representative (the 'PR') – wrote to the Lender on 20 June 2022 (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.

As the Lender was unable to provide a final response to the complaint, the PR referred it to the Financial Ombudsman Service on 25 April 2023. It was assessed by one of our

Investigators who, having considered the information on file, rejected the complaint on its merits.

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

I considered the matter and issued a provisional decision (the 'PD') dated 23 December 2025. In that decision, I said:

> "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 of the CCA: the Supplier's misrepresentations at the Times of Sale**
>
> 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, for instance, the cash price of the purchase and the nature of the arrangements between the parties involved in the transaction. The Lender doesn't dispute that the relevant conditions are met. But for reasons I'll come on to below, it isn't necessary to make any formal findings on them here.
>
> It was said in the Letter of Complaint that Signature Collection membership had been misrepresented by the Supplier at the Times of Sale because Ms S was:
>
> 1. Told that she had purchased an investment that would "considerably appreciate in value".
> 2. Promised a considerable return on her investment because she was told that she would own a share in a property that would considerably increase in value.
> 3. Told that she could sell her Signature Collection membership to the Supplier or easily to third parties at a profit.
> 4. Made to believe that she would have access to "the holiday apartment" at any time all year round.
>
> However, neither points 1 nor 2 strike me as misrepresentations even if such representations had been made by the Supplier (which I make no formal finding on). Telling prospective members that they were investing their money because they were buying a fraction or share of one of the Supplier's properties was not untrue. And even if the Supplier's sales representatives went further and suggested that the share in question would increase in value, perhaps considerably so, that sounds like nothing more than an honestly held opinion as there isn't any accompanying evidence to persuade me that the relevant sales representative(s) said something that, while an opinion, amounted to a statement of fact that they did not hold or could

not have reasonably held.

As for points 3 and 4, while it's *possible* that Signature Collection membership was misrepresented at the Times of Sale for one or both of those reasons, I don't think it's *probable*. They're given little to none of the colour or context necessary to demonstrate that the Supplier made false statements of existing fact and/or opinion. And as there isn't any other evidence on file to support the suggestion that Signature Collection membership was misrepresented for these reasons, I don't think it was.

So, while I recognise that Ms S – and the PR – have concerns about the way in which Signature Collection membership was sold by the Supplier, when looking at the claims under Section 75 of the CCA, I can only consider whether there was a factual and material misrepresentation 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 Ms S' Section 75 claims.

Section 140A of the CCA: did the Lender participate in one or more unfair credit relationships?

I've already explained why I'm not persuaded that Signature Collection membership was actionably misrepresented by the Supplier at the Times of Sale. But there are other aspects of the sales processes 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 relationships between Ms S and the Lender along with all the circumstances of the complaint, I don't think the credit relationships between them were 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 Times of Sale along with any relevant training material;
2. The provision of information by the Supplier at the Times 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 Times of Sale;
4. The inherent probabilities of the sales given their circumstances; and, when relevant
5. Any existing unfairness from a related credit agreement.

I have then considered the impact of these on the fairness of the relevant credit relationships between Ms S and the Lender.

The Supplier's sales & marketing practices at the Times of Sale

Ms S' complaint about the Lender being party to unfair credit relationships was made for several reasons.

The PR says, for instance, that the right checks weren't carried out before the Lender lent to Ms S. I haven't seen anything to persuade me that was the case in this complaint given its circumstances. But even if I were to find that the Lender failed to do everything it should have when it agreed to lend (and I make no such finding), I

would have to be satisfied that the money lent to Ms S was actually unaffordable before also concluding that she lost out as a result and then consider whether the credit relationships with the Lender were unfair to her for this reason. But from the information provided, I am not satisfied that the lending was unaffordable for her.

Connected to this is the suggestion by the PR that the Credit Agreements were arranged by an unauthorised credit broker, the upshot of which is to suggest that the Lender wasn't permitted to enforce the Credit Agreements. However, it looks to me like Ms S 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 Signature Collection membership. And as none of the lending looks like it was unaffordable for her, even if the one or more of the Credit Agreements were 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 S experiencing a financial loss – such that I can say that the credit relationships in question were unfair on her as a result. And with that being the case, I'm not persuaded that it would be fair or reasonable to tell the Lender to compensate her, even if the loans weren't arranged properly.

The PR also says that there was one or more unfair contract terms in the Purchase Agreements. But as I can't see that any such terms were operated unfairly against Ms S in practice, nor that any such terms led her to behave in a certain way to her detriment, I'm not persuaded that any of the terms governing Signature Collection membership are likely to have led to an unfairness that warrants a remedy.

Ms S says that she disclosed her neurological conditions to the Supplier and despite this, it did not provide her with breaks during the sales processes. She feels this made her particularly susceptible to high-pressure sales tactics. I acknowledge what Ms S has said and the importance of making reasonable adjustments. But I am not persuaded the credit relationships were unfair because of undue pressure from the Supplier. Ms S was given 14-day cooling off periods and has not provided a credible explanation for why she did not cancel her purchases during these. Moreover, she went on to upgrade her membership – which I find difficult to understand if the reason she went ahead with the purchases in question was because she was pressured into them. And with all that being the case, there is insufficient evidence to demonstrate that Ms S made the decisions to purchase Signature Collection membership because her ability to exercise choice was significantly impaired by pressure from the Supplier.

Ms S has also explained that she has a separate chronic medical condition which the relevant sales representative(s) did not recognise "could have an impact on payment" at the Times of Sale. But I have not been provided with sufficient information about the condition and its impact on her to find that this rendered Signature Collection membership unsuitable for her.

Overall, therefore, I don't think that Ms S' credit relationships with the Lender were rendered unfair to her under Section 140A for any of the reasons above. But there is another reason, perhaps the main reason, why the PR says the credit relationships with the Lender were unfair to her. And that's the suggestion that Signature Collection membership was marketed and sold to her as an investment in breach of a prohibition against selling timeshares in that way.

The Supplier's alleged breaches of Regulation 14(3) of the Timeshare Regulations

Shares in the Allocated Properties clearly constituted investments as they offered Ms S the prospect of a financial return – whether or not, like all investments, that was more than what she first put into them. But it's important to note at this stage that the fact that Signature Collection 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 Signature Collection. They just regulated how such products were marketed and sold.

To conclude, therefore, that Signature Collection membership was marketed or sold to Ms S 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 Signature Collection membership offered her the prospect of a financial gain (i.e. a profit) given the facts and circumstances of *this* complaint.

There is competing evidence in this complaint as to whether Signature Collection membership was marketed and/or sold by the Supplier at the Times of Sale as an investment in breach of Regulation 14(3) of the Timeshare Regulations.

On the one hand, it's clear that the Supplier made efforts to avoid specifically describing membership of the Signature Collection as an "investment" or quantifying to prospective purchasers, such as Ms S, the financial value of their share in the net sales proceeds of their allocated property along with the investment considerations, risks and rewards attached to it.

On the other hand, I acknowledge that the Supplier's sales process left open the possibility that the sales representative may have positioned Signature Collection membership as an investment. So, I accept that it's also possible that Signature Collection membership was marketed and sold to Ms S as an investment in breach of Regulation 14(3).

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.

Would the credit relationships between the Lender and Ms S have been rendered unfair to her had there been a breach of Regulation 14(3) of the Timeshare Regulations?

Having found that it was possible that the Supplier breached Regulation 14(3) of the Timeshare Regulations at the Times of Sale, I now need to consider what impact such breaches had on the fairness of the credit relationships between Ms S and the Lender under the Credit Agreements and related Purchase Agreements 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 credit relationships between Ms S and the Lender that were 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 Agreements and the Credit Agreements is an important consideration.

The PR has provided a statement dated 26 November 2024 from Ms S containing her recollections of her various interactions with the Supplier. In the statement, Ms S says the following about Time of Sale 1:

> "They said that if I upgraded I would not only be able to have better holidays, but a quality value apartment, which was a better investment."

And the following about Time of Sale 2:

> "This time they offered me to swap it and get a better value apartment because the week was in August, the peak season and I would have a higher percentage at the end. They said it had a better resale value because it was the higher tier, which meant that it could be resold at any time. I was verbally promised that I was buying something that was guaranteed and would accrue in value and that I could cancel at any time."

And recalling her dealings with the Supplier in general, Ms S says:

> "I was assured that I would not only have quality holidays, but also a financial gain when it would be sold."

But it was only after the judgment in *R (on the application of Shawbrook Bank Ltd) v Financial Ombudsman Service Ltd and R (on the application of Clydesdale Financial Services Ltd (t/a Barclays Partner Finance)) v Financial Ombudsman Service* [2023] EWHC 1069 (Admin) ('*Shawbrook & BPF v FOS*') was handed down, that Ms S recalled that the Supplier led her to believe that Signature Collection membership offered her the prospect of a financial gain. And as experience tells me that, the more time that passes between a complaint and the event complained about, the more risk there is of recollections being vague, inaccurate and/or influenced by discussion with others, I find it difficult to understand why the Financial Ombudsman Service was only given such evidence when it was.

The Letter of Complaint, which was sent prior to the judgment in *Shawbrook & BPF v FOS*, does say that Signature Collection membership was sold to Ms S as an investment. But as the PR has made the same allegations in the same way on a significant number of complaints, I am not persuaded these were tailored based on individual comments Ms S made around the time the Letter of Complaint was sent.

Indeed, as there isn't any other evidence on file to corroborate Ms S' very recent evidence about her motivations at the Times of Sale, there seems to me to be a very real risk that her recollections were coloured by the judgment in *Shawbrook & BPF v FOS*. And with that being the case, I'm not persuaded that I can give her written recollections the weight necessary to find that the credit relationships in question were unfair for reasons relating to a breach of the relevant prohibition.

The PR says that as the Supplier's pricing sheets refer to the "Unit Share %" provided under Ms S' Signature Collection memberships, this shows the investment element was an "important part" of the sales processes and "played quite an important role" in her purchasing decisions. But I don't agree. It's not in dispute that Signature Collection membership contained an investment element and it's possible

that it was marketed or sold to Ms S as an investment (although I have made no finding on this). However, the simple fact that her shares in the Allocated Properties were recorded on the pricing sheets does not offer an insight into her motivation for her purchases.

On balance, therefore, even if the Supplier had marketed or sold Signature Collection membership as an investment in breach of Regulation 14(3) of the Timeshare Regulations, I am not persuaded that Ms S' decisions to purchase this at the Times of Sale were motivated by the prospect of a financial gain (i.e. a profit). And for that reason, I do not think the credit relationships between Ms S and the Lender were unfair to her even if the Supplier had breached Regulation 14(3).

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

The PR says that payments of commission from the Lender to the Supplier at the Times of Sale should lead me to uphold this complaint because, simply put, information in relation to those payments went undisclosed at the Times 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*').

The Supreme Court ruled that, in each of the three cases, the commission payments made to car dealers by lenders were legal, as claims for the tort of bribery, or the dishonest assistance of a breach of fiduciary duty, had to be predicated on the car dealer owing a fiduciary duty to the consumer, which the car dealers did not owe. A "disinterested duty", as described in *Wood v Commercial First Business Ltd & ors and Business Mortgage Finance 4 plc v Pengelly* [2021] EWCA Civ 471, is not enough.

However, the Supreme Court held that the credit relationship between the lender and Mr Johnson was unfair under Section 140A of the CCA because of the commission paid by the lender to the car dealer. The main reasons for coming to that conclusion included, amongst other things, the following factors:

1. The size of the commission (as a percentage of the total charge for credit). In Mr Johnson's case it was 55%. This was "so high" and "a powerful indication that the relationship […] was unfair" (see paragraph 327);
2. The failure to disclose the commission; and
3. The concealment of the commercial tie between the car dealer and the lender.

The Supreme Court also confirmed that the following factors, in what was a non-exhaustive list, will normally be relevant when assessing whether a credit relationship was/is unfair under Section 140A of the CCA:

1. The size of the commission as a proportion of the charge for credit;
2. The way in which commission is calculated (a discretionary commission arrangement, for example, may lead to higher interest rates);
3. The characteristics of the consumer;
4. The extent of any disclosure and the manner of that disclosure (which, insofar as Section 56 of the CCA is engaged, includes any disclosure by a supplier when acting as a broker); and

5. Compliance with the regulatory rules.

From my reading of the Supreme Court's judgment in *Hopcraft, Johnson and Wrench*, it sets out principles which apply to credit brokers other than car dealer credit brokers. So, when considering allegations of undisclosed payments of commission like the one in this complaint, *Hopcraft, Johnson and Wrench* is relevant law that I'm required to consider under Rule 3.6.4 of the FCA's Dispute Resolution rules ('DISP').

But I don't think *Hopcraft, Johnson and Wrench* assists Ms S in arguing that her credit relationships with the Lender were unfair to her for reasons relating to commission given the facts and circumstances of this complaint.

I haven't seen anything to suggest that the Lender and Supplier were tied to one another contractually or commercially in a way that wasn't properly disclosed to Ms S, nor have I seen anything that persuades me that the commission arrangements between them gave the Supplier a choice over the interest rate that led her into credit agreements that cost disproportionately more than they otherwise could have.

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

But as I've said before, 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. 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 Times of Sale, it's for the reasons set out below that I don't currently think any such failure is itself a reason to find the credit relationships in question unfair to Ms S.

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 Agreements. And as it wasn't acting as an agent of Ms S but as the supplier of contractual rights she obtained under the Purchase Agreements, 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.

In stark contrast to the facts of Mr Johnson's case, as I understand it, the Lender didn't pay the Supplier any commission at Time of Sale 1. And with that being the case, even if there were information failings at that time and regulatory failings as a result (which I make no formal finding on), I'm not currently persuaded that the commission arrangements between the Supplier and the Lender were likely to have led to a sufficiently extreme inequality of knowledge that rendered the credit relationship related to Credit Agreement 1 unfair to Ms S.

Further, the amount of commission paid by the Lender to the Supplier for arranging Credit Agreement 2 wasn't high. At £739.15, it was only 5% of the amount borrowed and even less than that (4.6%) as a proportion of the charge for credit. So, had Ms S known at the Time of Sale 2 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, Ms S wanted the Signature Collection upgrade 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 Ms S would still have taken out the loan to fund her purchase at Time of Sale 2 had the amount of commission been disclosed.

Section 140A: conclusion

Given all the factors I've looked at in this part of my decision, and having taken all of them into account, I'm not persuaded that the credit relationships between Ms S and the Lender under the Credit Agreements and related Purchase Agreements were unfair to her. And as things currently stand, I don't think it would be fair or reasonable that I uphold this complaint on that basis.

Commission: the alternative grounds of complaint

While I've found that Ms S' credit relationship with the Lender relating to Credit Agreement 2 wasn't unfair to her for reasons relating to the commission arrangements between it and the Supplier, two of the grounds on which I came to that conclusion also constitute separate and freestanding complaints to her complaint about an unfair credit relationship. So, for completeness, I've considered those grounds on that basis 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 Ms S (i.e. secretly). And the second relates to the Lender's compliance with the regulatory guidance in place at Time of Sale 2 insofar as it was relevant to disclosing the commission arrangements between them.

However, for the reasons I set out above, I'm not persuaded that the Supplier – when acting as credit broker – owed Ms S 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 Time of Sale 2 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 she would still have taken out the loan to fund her purchase at Time of Sale 2 had there been more adequate disclosure of the commission arrangements that applied at that time."

In conclusion, given the facts and circumstances of this complaint, I did not think that the Lender acted unfairly or unreasonably when it dealt with Ms S' Section 75 claims, and I was not persuaded that the Lender was party to credit relationships with her under the Credit Agreements that were unfair to her for the purposes of Section 140A of the CCA. And having taken everything into account, I could see no other reason why it would be fair or reasonable to direct the Lender to compensate her.

The PR responded that it did not accept the PD and provided some further comments to be considered. The Lender accepted the PD and had no further comments.

I am now in a position to finalise 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.

I've considered the case afresh following the responses from the parties. Having done so, I've reached the same decision as that which I outlined in my provisional findings, for broadly the same reasons.

Again, my role as an Ombudsman isn't to address every single point which has been made to date, but to decide what is fair and reasonable in the circumstances of this complaint. If I haven't commented on, or referred to, something that either party has said, this doesn't mean I haven't considered it.

Rather, I've focused here on addressing what I consider to be the key issues in deciding this complaint and explaining the reasons for reaching my final decision.

The PR's further comments in response to the PD only relate to the issue of whether the credit relationships between Ms S and the Lender were unfair. In particular, the PR has provided further comments in relation to whether Signature Collection membership was sold to her as an investment at the Times of Sale. It's also reiterated its argument that the payment of commission by the Lender to the Supplier led to unfair credit relationships.

As outlined in my PD, the PR originally raised various other points of complaint, all of which I addressed at that time. But it didn't make any further comments in relation to those in its response to my PD. Indeed, it hasn't said it disagrees with any of my provisional conclusions in relation to those other points. And since I haven't been provided with anything more in respect of those other points by either party, I see no reason to change my conclusions about them as set out in my PD. So, I'll focus here on the PR's points raised in response.

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

The Supplier's alleged breaches of Regulation 14(3) of the Timeshare regulations

Part of my assessment of Ms S' testimony was to consider *when* it was written, and whether it may have been affected by external factors such as the widespread publication of the outcome of *Shawbrook and BPF v FOS*.

I have thought about what the PR has said, but I remain of the view that given the timing of Ms S' statement, there is a risk that her testimony was coloured by the outcome in *Shawbrook & BPF v FOS*. And on balance, the way in which the evidence has been provided makes me conclude that I can place little weight on it.

The PR also said that in the judgment handed down in *Shawbrook & BPF v FOS*, it was not challenged that the product in question was marketed and sold as an investment. But, as I explained in my PD, the Timeshare Regulations did not ban products such as the Signature Collection. They just regulated how such products were marketed and sold. And the judgment referred to did not make a blanket finding that all such products were mis-sold in the way the PR appears to be suggesting. Any complaint needs to be considered in the light of its specific circumstances.

So, even if the Supplier had marketed or sold membership as an investment in breach of Regulation 14(3) (which I still make no finding on here), I'm not persuaded Ms S' decisions to make the purchases were motivated by the prospect of a financial gain. And for that

reason, I still don't think the credit relationships between Ms S and the Lender were unfair to her.

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

I responded to the PR's concerns about commission at length in my PD. It has not said anything in response that persuades me to change the findings I reached at that time.

S140A conclusion

Given all the factors I've looked at in this part of my decision, and having taken all of them into account, I'm not persuaded that the credit relationships between Ms S and the Lender under the Credit Agreements and related Purchase Agreements were unfair to her. So, I don't think it is fair or reasonable that I uphold this complaint on that basis.

Overall 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 Ms S' Section 75 claims, and I am not persuaded that the Lender was party to credit relationships with her under the Credit Agreements that were unfair to her for the purposes of Section 140A of the CCA. 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

My final decision is to not uphold Ms S' complaint about Shawbrook Bank Limited for the reasons provided.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 12 February 2026.

Alex Salton
Ombudsman