DRN-6095904

The complaint

Mr and Mrs F's complaint is, in essence, that First Holiday Finance Ltd (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with them 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

Mr and Mrs F purchased membership of a timeshare (the 'Fractional Club') from a timeshare provider (the 'Supplier') on 10 June 2019 (the 'Time of Sale'). They entered into an agreement with the Supplier to buy 1,540 fractional points at a cost of £21,362 (the 'Purchase Agreement'). But after trading in their existing trial membership, they ended up paying £16,967 for membership of the Fractional Club.

Fractional Club membership was asset backed – which meant it gave Mr and Mrs F more than just holiday rights. It also included a share in the net sale proceeds of a property named on their Purchase Agreement (the 'Allocated Property') after their membership term ends.

Mr and Mrs F paid for their Fractional Club membership by making a £500 advance payment and taking finance of £16,467 from the Lender in joint names (the 'Credit Agreement').

Mr and Mrs F – using a professional representative (the 'PR') – wrote to the Lender on 2 September 2022 (the 'Letter of Complaint') to complain about:

1. Misrepresentations by the Supplier at the Time of Sale giving them a claim against the Lender under Section 75 of the CCA, which the Lender failed to accept and pay.
2. A breach of contract by the Supplier giving them a claim against the Lender under Section 75 of the CCA, which the Lender failed to accept and pay.
3. The Lender being party to an unfair credit relationship under the Credit Agreement and related Purchase Agreement for the purposes of Section 140A of the CCA.
4. The Credit Agreement being unenforceable because it was not arranged by a credit broker regulated by the Financial Conduct Authority (the 'FCA') to carry out such an activity.

(1) Section 75 of the CCA: the Supplier's misrepresentations at the Time of Sale

Mr and Mrs F say that the Supplier made a number of pre-contractual misrepresentations at the Time of Sale – namely that the Supplier:

1. told them that Fractional Club membership was an "investment" through which they would have a share of a property – the value of which would considerably increase in value providing a considerable return on investment.
2. told them they could sell the timeshare back to the Supplier or easily sell it at a profit when that was not true.
3. told them they would have access to the apartment all year round.

Mr and Mrs F say that they have a claim against the Supplier in respect of one or more of the misrepresentations set out above, and therefore, under Section 75 of the CCA, they have a like claim against the Lender, who, with the Supplier, is jointly and severally liable to Mr and Mrs F.

(2) Section 75 of the CCA: the Supplier's breach of contract

Mr and Mrs F say that the Supplier breached the Purchase Agreement because it went into liquidation in 2020.

As a result of the above, Mr and Mrs F say that they have a breach of contract claim against the Supplier, and therefore, under Section 75 of the CCA, they have a like claim against the Lender, who, with the Supplier, is jointly and severally liable to Mr and Mrs F.

(3) Section 140A of the CCA: the Lender's participation in an unfair credit relationship

The Letter of Complaint set out several reasons why Mr and Mrs F says that the credit relationship between them and the Lender was unfair to them under Section 140A of the CCA. In summary, they include the following:

1. Fractional Club membership was marketed and sold to them 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 contractual terms setting out the obligation to pay annual management charges for the duration of their membership and the consequences on failing to do so were unfair contract terms.

The Lender dealt with Mr and Mrs F's concerns as a complaint and issued its final response letter on 20 September 2022, rejecting it on every ground.

Mr and Mrs F then referred the complaint to the Financial Ombudsman Service. It was assessed by an Investigator who, having considered the information on file, rejected the complaint on its merits.

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

Subsequently Mr and Mrs F provided their recollection of the Sale. They, and their PR, allege that the Supplier pressured Mr and Mrs F into purchasing Fractional Club membership. We sent a copy of Mr and Mrs F's submissions to the Lender who did not respond.

I considered the matter and issued a provisional decision (the 'PD') dated 28 July 2025. In that decision, I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

And having done that, I do not currently think this complaint should be upheld.

But 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 Time of Sale

As both sides may already know, a claim against the Lender under Section 75 essentially mirrors the claim Mr and Mrs F could make against the Supplier. Certain conditions must be met if this protection is engaged – which are set out in the CCA. The Lender does not dispute that the relevant conditions are met in this complaint, and I'm satisfied that they are.

This part of the complaint was made for the reasons that I set out at the start of this decision. They include the suggestion that Fractional Club membership had been misrepresented by the Supplier because Mr and Mrs F were told that they were buying a share of a property to which they would have access at "any time all around the year". However, telling prospective members that they were buying a fraction or share of one of the Supplier's properties was not untrue. Mr and Mrs F's share in the Allocated Property was clearly the purchase of a share of the net sale proceeds of a specific property in a specific resort. And while the PR might question the exact legal mechanism used to give them that interest, it did not change the fact that they acquired such an interest.

I also find the allegation that Mr and Mrs F were told they would have access to a specific property, all year round as part of their Fractional Club membership to be unpersuasive. Like any holiday accommodation, availability was not unlimited – given the higher demand at peak times, like school holidays, for instance. Some of the sales paperwork Mr and Mrs F would've been given states that the availability of holidays was subject to demand. And with regard to the usage of the Allocated Property, the Purchase Agreement that Mr and Mrs F signed clearly stated that their Fractional Points "do not transfer or grant the right of use to any allocated property". I find it unlikely that the Supplier would've made promises of the type suggested in the Letter of Complaint. And while I accept that they may not have been able to take certain holidays, I have not seen enough to persuade me that the Supplier breached the terms of the Purchase Agreement.

As for the rest of the Supplier's alleged pre-contractual misrepresentations, while I recognise that Mr and Mrs F have concerns about the way in which their Fractional Club membership was sold, they have not persuaded me that there was an actionable misrepresentation by the Supplier at the Time of Sale for the other reasons they allege. And I say that because:

It would not have been untrue for the Supplier to tell Mr and Mrs F that they could sell their Fractional Club membership as I understand that was possible under its rules at the time. And on balance I'm not persuaded by the allegation that Mr and Mrs F were told by the Supplier that they would buy back the points Mr and Mrs F had bought. The Supplier's documentation is clear that they neither re-purchased membership (aside from on trade in for future purchases) or acted as agent to facilitate sales.

What's more, as there's nothing else on file that persuades me there were any false statements of existing fact made to Mr and Mrs F by the Supplier at the Time of Sale, I do not think there was an actionable misrepresentation by the Supplier for the reasons they allege.

For these reasons, therefore, I do not think the Lender is liable to pay Mr and Mrs F any compensation for the alleged misrepresentations of the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably when it dealt with the Section 75 claim in question.

Section 75 of the CCA: the Supplier's breach of contract

I've already summarised how Section 75 of the CCA works and why it gives Mr and Mrs F a right of recourse against the Lender. So, it isn't necessary to repeat that here.

Mr and Mrs F also say that the Supplier breached the Purchase Agreement because parts of it went into liquidation in 2020 and that means Mr and Mrs F wouldn't be able to recover any sums awarded by the Spanish court. In any case, neither Mr and Mrs F nor the PR have said, suggested or provided evidence to demonstrate that they are no longer:

1. *members of the Fractional Club;*
2. *able to use their Fractional Club membership to holiday in the same way they could initially; and*
3. *entitled to a share in the net sales proceeds of the Allocated Property when their Fractional Club membership ends.*

Overall, therefore, from the evidence I have seen to date, I do not think the Lender is liable to pay Mr and Mrs F any compensation for a breach of contract by the Supplier (and I make no such finding that a breach has occurred). And with that being the case, I do not think the Lender acted unfairly or unreasonably when it dealt with the Section 75 claim in question.

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

I have already explained why I am not persuaded that the contract entered into by Mr and Mrs F was misrepresented (or breached) by the Supplier in a way that makes for a successful claim under Section 75 of the CCA and outcome in this complaint. But Mr and Mrs F also say that the credit relationship between them and the Lender was unfair under Section 140A of the CCA, when looking at all the circumstances of the case, including parts of the Supplier's sales process at the Time of Sale that they have concerns about. It is those concerns that I explore here.

I have considered the entirety of the credit relationship between Mr and Mrs F and the Lender, along with all of the circumstances of the complaint, and I do not think the credit relationship between them was 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 Supplier's sales and marketing practices at the Time of Sale – which includes training material that I think is likely to be relevant to the sale;*
2. *The provision of information by the Supplier at the Time 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 Time of Sale; and*
4. *The inherent probabilities of the sale given its circumstances.*

I have then considered the impact of these on the fairness of the credit relationship between Mr and Mrs F and the Lender.

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

Mr and Mrs F's complaint about the Lender being party to an unfair credit relationship was also made for several reasons, all of which I set out at earlier in this decision. And Mr and Mrs F also more recently allege that they were pressured by the Supplier into purchasing Fractional Club membership.

In their submissions presented to this Service following the Investigator's assessment of their complaint Mr and Mrs F say that they were pressured by the Supplier into purchasing Fractional Club membership at the Time of Sale. This is not an allegation made in their initial complaint to the Lender. We forwarded Mr and Mrs F's further submissions to the Lender and I am satisfied that they have had sufficient time to respond should they have chosen to do so.

In any case, I acknowledge that Mr and Mrs F may have felt weary after a sales process that went on for a long time. But they say little about what was said and/or done by the Supplier during their sales presentation that made them feel as if they had no choice but to purchase Fractional Club membership when they simply did not want to. They were also given a 14-day cooling off period and they have not provided a credible explanation for why they did not cancel their membership during that time. And with all of that being the case, there is insufficient evidence to demonstrate that Mr and Mrs F made the decision to purchase Fractional Club membership because their ability to exercise that choice was significantly impaired by pressure from the Supplier.

I'm not persuaded, therefore, that Mr and Mrs F's credit relationship with the Lender was rendered unfair to them under Section 140A for the reason above. But there is another reason, perhaps the main reason, why they say their credit relationship with the Lender was unfair to them. And that's the suggestion that Fractional Club membership was marketed and sold to them as an investment in breach of prohibition against selling timeshares in that way.

Was Fractional Club membership marketed and sold at the Time of Sale as an investment in breach of regulation 14(3) of the Timeshare Regulations?

The Lender does not dispute, and I am satisfied, that Mr and Mrs F's Fractional Club membership met the definition of a "timeshare contract" and was a "regulated contract" for the purposes of the Timeshare Regulations.

Regulation 14(3) of the Timeshare Regulations prohibited the Supplier from marketing or selling membership of the Fractional Club as an investment. This is what the provision said at the Time of Sale:

> *"A trader must not market or sell a proposed timeshare contract or long-term holiday product contract as an investment if the proposed contract would be a regulated contract."*

But PR says that the Supplier did exactly that at the Time of Sale. So, that is what I have considered next.

The term "investment" is not defined in the Timeshare Regulations. In Shawbrook & BPF v FOS, the parties agreed that, by reference to the decided authorities, "an investment is a transaction in which money or other property is laid out in the expectation or hope of

financial gain or profit" at [56]. I will use the same definition.

Mr and Mrs F's share in the Allocated Property clearly, in my view, constituted an investment as it offered them the prospect of a financial return – whether or not, like all investments, that was more than what they first put into it. But the fact that Fractional Club 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 Fractional Club. They just regulated how such products were marketed and sold.

To conclude, therefore, that Fractional Club membership was marketed or sold to Mr and Mrs F 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 them as an investment, i.e. told them or led them to believe that Fractional Club membership offered them 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 Fractional Club membership was marketed and/or sold by the Supplier at the Time of Sale as an investment in breach of regulation 14(3) of the Timeshare Regulations.

On the one hand, it is clear that the Supplier made efforts to avoid specifically describing membership of the Fractional Club as an 'investment' or quantifying to prospective purchasers, such as Mr and Mrs F, the financial value of their share in the net sales proceeds of the Allocated Property along with the investment considerations, risks and rewards attached to them. There were, for instance, disclaimers in the contemporaneous paperwork that state that Fractional Club membership was not sold to Mr and Mrs F as an investment. So, it's possible that Fractional Club membership wasn't marketed or sold to them as an investment in breach of Regulation 14(3).

On the other hand, I acknowledge that the Supplier's training material left open the possibility that the sales representative may have positioned Fractional Club membership as an investment. So, I accept that it's equally possible that Fractional Club membership was marketed and sold to Mr and Mrs F 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 is not necessary to make a formal finding on that particular issue for the purposes of this decision.

<u>Was the credit relationship between the Lender and Mr and Mrs F rendered unfair to them?</u>

As the Supreme Court's judgment in Plevin makes clear, it does not automatically follow that regulatory breaches create unfairness for the purposes of Section 140A. Such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way.

And in light of what the courts had to say in Carney and Kerrigan, it seems to me that, if I am to conclude that a breach of Regulation 14(3) led to a credit relationship between Mr and Mrs F and the Lender that was unfair to them and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) lead them to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

Mr and Mrs F's recollections of the day of the Sale were sent to this service in 2024, after the Investigator's view, some five years after the events and more than a year after their complaint was made. The timing of this is important as I would've expected to see this evidence presented to our service at the outset, but this didn't happen, and it's not clear why. The Letter of Complaint does allege that Mr and Mrs F were sold their Fractional Timeshare as an investment but doesn't provide much in the way of detail about what happened and their motivation for their purchase.

In their 2024 testimony, Mr and Mrs F say:

> *"We were staying as a guest in our complimentary week and attended a meeting, which we were encouraged to buy shares in an apartment which at the end of the term the property would be sold and we would get a percentage of the sale price, we would be able to take holidays until this time. The presentation was very intense we were sat in the room all-day, missing the glorious sunshine.*
>
> *Supposed to be an hour or so, I feel we were pressured into the sale. At first the finance company they used didn't accept, so they tried several other finance companies until one accepted was cross because we were only on holiday for a week and it was probably the best days weather we had, this was our first week away"*

Given the time that has passed since the purchase it is difficult to say with certainty whether Mr and Mrs F's understanding of the product they purchased was known to them at the time of the Sale. But critically, Mr and Mrs F do not say they decided to purchase Fractional Club membership because it was presented as an investment opportunity or that they did so in order to benefit from the investment element. Rather, they suggest the reason the reason for their purchase was because they felt pressured to do so. I've already addressed that allegation in this provisional decision.

On balance, therefore, even if the Supplier had marketed or sold the Fractional Club membership as an investment in breach of Regulation 14(3) of the Timeshare Regulations, I am not persuaded that Mr and Mrs F's decision to purchase Fractional Club membership at the Time of Sale was motivated by the prospect of a financial gain (i.e., a profit). On the contrary, I think the evidence suggests they would have pressed ahead with their purchase whether or not there had been a breach of Regulation 14(3). And for that reason, I do not think the credit relationship between Mr and Mrs F and the Lender was unfair to them even if the Supplier had breached Regulation 14(3).

Unfair contract terms

The PR also says the contractual terms included unfair provisions which could mean that Mr and Mrs F forfeit their fractional rights if they failed to make a payment due to the Supplier. This could ultimately have significant implications for Mr and Mrs F.

However, I also have to consider what real-world consequences, in terms of harm or prejudice to the complainant, have flowed from the alleged breach, because those consequences are relevant to assessment of unfairness under section 140A.

Bearing that in mind and taking into account all that Mr and Mrs F and their PR have said, it seems unlikely that the contract term referred to has led to unfairness in the credit relationship between Mr and Mrs F and the Lender for the purposes of section 140A. That's because I cannot see that the term has been used (unfairly or not) by the Supplier against

them.

Moreover, as I haven't seen anything else to suggest that there are any other reasons why the credit relationship between the Lender and Mr and Mrs F was unfair to them because of an information failing by the Supplier, I'm not persuaded it was.

Section 140A: Conclusion

In conclusion, therefore, given all of the facts and circumstances of this complaint, I don't think the credit relationship between the Lender and Mr and Mrs F was unfair to them for the purposes of Section 140A. And taking everything into account, I think it's fair and reasonable to reject this aspect of the complaint on that basis.

The complaint about the Credit Agreement being unenforceable because it was arranged by a representative of a credit broker who was not regulated by the FCA to carry out that activity

The PR acknowledges that the credit broker in this case was authorised and regulated by the FCA. But it says that the individual(s) who brokered the loan were self-employed and not regulated by the FCA. The upshot of which is to suggest that the Lender wasn't and isn't permitted to enforce the Credit Agreement as a result.

However, it looks to me like Mr and Mrs F knew, amongst other things, how much they were borrowing and repaying each month, who they were borrowing from and that they were borrowing money to pay for Fractional Club membership. So, 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 Mr and Mrs F to a financial loss – such that I can say that the credit relationship in question was unfair on them 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 them, even if the loan wasn't arranged properly.

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 Mr and Mrs F's Section 75 claims, and I was not persuaded that the Lender was party to a credit relationship with them under the Credit Agreement that was unfair to them 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 them.

The Lender responded to the PD and accepted it.

The PR also responded – they did not accept the PD and provided some further comments and evidence they wish to be considered.

Having received the relevant responses from both parties, I'm now finalising 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:

The Consumer Credit Sourcebook ('CONC') – Found in the Financial Conduct Authority's (the 'FCA') Handbook of Rules and Guidance

Below are the most relevant provisions and/or guidance as they were at the relevant time:

- CONC 3.7.3 [R]
- CONC 4.5.3 [R]
- CONC 4.5.2 [G]

The FCA's Principles

The rules on consumer credit sit alongside the wider obligations of firms, such as the Principles for Businesses ('PRIN'). Set out below are those that are most relevant to this complaint:

- Principle 6
- Principle 7
- Principle 8

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.

Following the responses from both parties, I've considered the case afresh and 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 relationship between Mr and Mrs F and the Lender was unfair. In particular, the PR has provided further comments in relation to whether the membership was sold to Mr and Mrs F as an investment at the Time of Sale.

As outlined in my PD, the PR originally raised various other points of complaint, all of which I addressed at that time. But they didn't make any further comments in relation to those in their response to my PD. Indeed, they haven't said they disagree with any of my provisional conclusions in relation to those other points. And since I haven't been provided with anything more in relation to those other points by either party, I see no reason to change my conclusions in relation to 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 an unfair credit relationship?

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

The PR 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 provisional decision, the Timeshare Regulations did not ban products such as the Fractional Club. 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.

The PR held that as the Supplier's pricing sheet refers to the "Unit Share %" provided under Mr and Mrs F's Fractional Club upgrade, this shows the investment element was an "important part" of the sales process and "played quite an important role" in their purchasing decision. But I don't agree. As I explained in my PD, it is not in dispute that the Fractional Club upgrade contained an investment element and it's possible that it was marketed or sold to Mr and Mrs F as an investment (although I have made no finding on this). However, the simple fact that Mr and Mrs F's share in the Allocated Property was recorded on the pricing sheet – a generic document - does not offer an insight into their motivation for the purchase.

The PR also said that Mr and Mrs F had, in their statement, clearly stated the benefits that convinced them to purchase – including the potential gains from the sale of the property. And that meant the investment element played an important role in the sales process and was a motivating factor in Mr and Mrs F's decision making. The PR also said that when people invest in a property, they generally have the expectation that the property will increase in value and that was implied by the behaviour of the Supplier's representatives.

As I set out in my Provisional Decision, Mr and Mrs F's statement includes that they were encouraged to buy shares in an apartment which, at a future date, would be sold and Mr and Mrs F receive a share of the proceeds. This speaks to their allegation that the Supplier breached Regulation 14(3).

But I also said in my PD that to uphold Mr and Mrs F's complaint because of a breach of Regulation 14(3), I would have to be persuaded that any such breach, if it did occur, led Mr and Mrs F to enter into the Purchase and Credit Agreements. The PR said that Mr and Mrs F clearly stated the benefits that convinced them to purchase. Having carefully considered what the PR has said as well as Mr and Mrs F's testimony, I don't agree. Mr and Mrs F recall being encouraged by the Supplier to buy *"shares in an apartment"* but, in my view, that recollection does not inevitably mean this *must* have been a motivating factor for them to do so. And Mr and Mrs F have not persuaded me that this was the case for them at the Time of Sale.

Ultimately, for the above reasons, along with those I already explained in my PD, I remain unpersuaded that any breach of Regulation 14(3) was material to Mr and Mrs F's purchasing decision.

So, as I said before, even if the Supplier had marketed or sold the membership as an investment in breach of Regulation 14(3) (which I still make no finding on), I'm not persuaded Mr and Mrs F's decision to make the purchase was motivated by the prospect of a financial gain. So, I still don't think the credit relationship between Mr and Mrs F and the Lender was unfair to them for this reason.

S140A conclusion

Given all of 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 relationship between Mr and Mrs F and the Lender under the Credit Agreement and related Purchase Agreement was unfair to them. So, I don't think it is fair or reasonable that I uphold this complaint on that basis.

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 Mr and Mrs F's Section 75 claims, and I am not persuaded that the Lender was party to a credit relationship with them under the Credit Agreement that was unfair to them 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 them.

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 Mr F and Mrs F to accept or reject my decision before 18 February 2026.

Claire Poyntz
Ombudsman