

The complaint

Mr K's and Mrs K's complaint is, in essence, that Shawbrook Bank Limited (the 'Lender') acted unfairly and unreasonably by being party to an unfair credit relationship with them under Section 140A of the Consumer Credit Act 1974 (as amended) (the 'CCA').

What happened

Mr K and Mrs K were members of a timeshare provider (the 'Supplier') - having purchased a timeshare product from it. But the product at the centre of this complaint is their membership of a timeshare that I'll call the 'Fractional Club' which they bought on 17 October 2017 (the 'Time of Sale'). They entered into an agreement with the Supplier to buy 1420 fractional points at a cost of £12,693 (the 'Purchase Agreement').

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

Mr K and Mrs K paid for their Fractional Club membership by taking finance of £26,292 from the Lender (the 'Credit Agreement') which included consolidation of the amount outstanding on the loan they had taken out to pay for their previous timeshare purchase.

Mr K and Mrs K – using a professional representative (the 'PR') – wrote to the Lender on 22 June 2023 (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.

The Lender acknowledged the Letter of Complaint but didn't provide a final response letter addressing the concerns raised within the usual timescales. Mr K and Mrs K then referred the complaint to the Financial Ombudsman Service. It was assessed by an Investigator who, having considered the information on file, rejected it on its merits.

Mr K and Mrs K disagreed with the Investigator's assessment and asked for an Ombudsman's decision and it was passed to me. I issued a provisional decision explaining why I didn't think the complaint should be upheld the findings from which are set out below.

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

Having considered the entirety of the credit relationship between Mr K and Mrs K and the Lender along with all of the circumstances of the complaint, I don't 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 standard of the Supplier's commercial conduct – which includes its sales and marketing practices at the Time of Sale along with any relevant training material;*
- 2. The provision of information by the Supplier at the Time of Sale, including the contractual documentation and disclaimers made by the Supplier;*
- 3. The commission arrangements between the Lender and the Supplier at the Time of Sale and the disclosure of those arrangements;*
- 4. Evidence provided by both parties on what was likely to have been said and/or done at the Time of Sale;*
- 5. 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 K and Mrs K and the Lender.

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

The original complaint about the Lender being party to an unfair credit relationship made by the PR on behalf of Mr K and Mrs K was predominantly made on the basis that Fractional Club membership was sold as an investment and there was undisclosed commission, which issues I will come on to. However the PR subsequently raised another concern with the Lender, namely that the Credit Agreement was arranged by a broker acting outside of its authorisation. In his statement Mr K also said that the previous loan that was consolidated at the Time of Sale wasn't affordable. So I think it is appropriate to address those concerns.

As to affordability, 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 Mr K and Mrs K was actually unaffordable before also concluding that they lost out as a result and then consider whether the credit relationship with the Lender was unfair to them for this reason. But, Mr K has provided no supporting evidence to support what he has said about the previous loan being unaffordable and from the information provided I am not satisfied that it was.

In arguing that the Credit Agreement was arranged by an unauthorised credit broker the PR is in effect suggesting the Lender wasn't permitted to enforce the Credit Agreement. However, it looks to me like Mr K and Mrs K 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. And as the lending doesn't look like it was unaffordable for them, even if the Credit Agreement was arranged by a broker that didn't have the necessary permission to do so (which I make no formal finding on), I can't see why that led to Mr K and Mrs K suffering 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.

Overall, therefore, I don't think that Mr K's and Mrs K's credit relationship with the Lender was rendered unfair to them under Section 140A for the reasons above. But as I have said, there is another reason, perhaps the main reason, why the PR says the 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.

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

The Lender does not dispute, and I am satisfied, that Mr K and Mrs K'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 Fractional Club membership 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 the PR says that the Supplier did exactly that at the Time of Sale.

The term "investment" is not defined in the Timeshare Regulations. But for the purposes of this provisional decision, and 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.

A share in the Allocated Property clearly constituted an investment as it offered Mr K and Mrs K the prospect of a financial return – whether or not, like all investments, that was more than what they first put into it. But it is important to note at this stage that 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 K and Mrs K 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 K and Mrs K, 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.

On the other hand, I acknowledge that the Supplier's sales process 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 K and Mrs K as an investment in breach of Regulation 14(3) as they have alleged.

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.

Was the credit relationship between the Lender and the Consumer rendered unfair?

Having found that it was possible that the Supplier breached Regulation 14(3) of the Timeshare Regulations at the Time of Sale, I now need to consider what impact that breach had on the fairness of the credit relationship between Mr K and Mrs K and the Lender under the Credit Agreement and related Purchase Agreement 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 a credit relationship between Mr K and Mrs K and the Lender that was unfair to them and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led them to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

But on my reading of the evidence before me, the prospect of a financial gain from Fractional Club membership was not an important and motivating factor when Mr K and Mrs K decided to go ahead with their purchase. The PR said that Mr K and Mrs K confirm that if they were told they would not get their money back or make a profit after the sale, they would not have made the purchase but Mr K doesn't say this in the statement he has provided in support of the complaint.

Mr K says this about the sale.

"The salesperson advised us to upgrade. He said if we did, we would get better rooms which were more private and with their own swimming pools. In addition to that we would get "protected weeks" which meant that only we could use it and a big discount was applied for the trade in of the last years membership. We were told that we could sell this timeshare to other people easier as it was so high-class."

And:

"I don't recall the salesman discussing with us what would happen if the points lost value. I guess our assumption was that it was a secure investment, and such scenario would not happen."

Mr K's reference to being told they would be able to sell the property more easily because it was high-class and his 'guess' they assumed the points wouldn't lose value doesn't establish they purchased Fractional Club membership because they hoped or expected to make a gain or profit. Being able to sell easily isn't the same as being able to sell at a profit and them guessing at an assumption they made about the points not losing value is not persuasive evidence - and even if they did make such an assumption it doesn't show they were motivated to purchase membership because they hoped or expected to make a profit.

My finding that the prospect of a gain or profit wasn't a motivating factor in Mr K's and Mrs K's decision to purchase membership doesn't mean they weren't interested in a share in the Allocated Property. After all, that wouldn't be surprising given the nature of the product at the centre of this complaint. But as what Mr K has said doesn't persuade me that their purchase was motivated by their share in the Allocated Property and the possibility of a profit, I don't think a breach of Regulation 14(3) by the Supplier was likely to have been material to the

decision they ultimately made.

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 K and Mrs K'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 K and Mrs K and the Lender was unfair to them even if the Supplier had breached Regulation 14(3).

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

The PR also says that Mr K and Mrs K were not given sufficient information at the Time of Sale by the Supplier about the costs of Fractional Club membership.

As I've already indicated, the case law on Section 140A makes it clear that it does not automatically follow that regulatory breaches create unfairness for the purposes of the unfair relationship provisions. The extent to which such failures render a credit relationship unfair must also be determined according to their impact on the complainant.

I acknowledge that it is also possible that the Supplier did not give Mr K and Mrs K sufficient information, in good time, on the various charges they could have been subject to as Fractional Club members in order to satisfy the requirements of Regulation 12 of the 2010 Timeshare Regulations (which was concerned with the provision of 'key information'). But even if that was the case, I cannot see that the ongoing costs of membership were applied unfairly in practice. And as neither Mr K and Mrs K nor the PR have persuaded me in this particular case that they would not have pressed ahead with their purchase had those details been disclosed by the Supplier in compliance with Regulation 12, I cannot see why any failings in that regard are likely to be material to the outcome of this complaint given its facts and circumstances.

As I said above, the PR also 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').*

*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 Financial Conduct Authority’s Dispute Resolution Rules (‘DISP’).

But I don’t think Hopcraft, Johnson and Wrench assists Mr K and Mrs K in arguing that their credit relationship with the Lender was unfair to them 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 Mr K and Mrs K, nor have I seen anything that persuades me that the commission arrangement between them gave the Supplier a choice over the interest rate that led Mr K and Mrs K into a credit agreement that cost disproportionately more than it 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 Time 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 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 find the credit relationship in question unfair to Mr K and Mrs K.

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 Mr K and Mrs K entered into wasn’t high. At £1,364.65, it was only 5% of the amount borrowed and even less than that as a proportion of the charge for credit. The PR says that Mr K and Mrs K have said that if they had known of the commission and its extent this would have affected their decision. But had they 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 they either wouldn’t have understood that or would have otherwise questioned the size of the payment at that time.

After all, Mr K and Mrs K wanted Fractional Club membership and had no obvious means of their own to pay for it – Mr K has said they couldn't have paid for this without the loan. And at such a low level, the impact of commission on the cost of the credit they needed for a timeshare they wanted doesn't strike me as disproportionate. So, I think they would still have taken out the loan to fund their 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 Mr K and Mrs K but as the supplier of contractual rights they 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 them when arranging the Credit Agreement and thus a fiduciary duty.

Overall, therefore, 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 unfair to Mr K and Mrs K.

Section 140A: 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 K and Mrs K and the Lender under the Credit Agreement and related Purchase Agreement was unfair to them. 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 Mr K's and Mrs K's credit relationship with the Lender wasn't unfair to them 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 Mr K's and Mrs K's 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 Mr K (i.e., secretly). And the second relates to the Lender's compliance with the regulatory guidance in place at the Time of Sale 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 Mr K and Mrs K 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 them. 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 Mr K and Mrs K would still have taken out the loan to fund their purchase at the Time of Sale had there been more adequate disclosure of the commission arrangements that applied at that time."

I concluded overall that given the facts and circumstances of this complaint the Lender

wasn't party to a credit relationship with Mr K and Mrs K under the Credit Agreement that was unfair to them for the purposes of Section 140A of the CCA and could see no other reason why it would be fair or reasonable to direct the Lender to compensate them.

I gave both parties the opportunity of responding to my PD and providing any further information they wanted me to consider. The Lender responded and said it agreed with the PD. The PR also responded but didn't accept the PD and provided further comments they wanted me to consider.

The parties having had the opportunity of providing further information I am 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.

Your text here 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 the same reasons. The PR has provided no new information or evidence that would lead me to change the findings I made, which for the avoidance of doubt form part of the findings in this final decision unless I state to the contrary.

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 relate only to the question of whether Mr K and Mrs K purchased Fractional Club membership because it was an investment and whether the credit relationship between them and the Lender was unfair because of this. As identified in the PD, the PR originally raised other points of complaint, which I addressed but they didn't make any further comments in relation to those in 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 the PD. So, I'll focus here on the PR's points raised in response about Mr K and Mrs K purchasing Fractional Club membership because it was an investment.

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

I explained in the PD why I didn't find the testimony of Mr K persuasive as to them purchasing Fractional Club membership because of the gain or profit they might make when their membership ended. The PR disagrees with my findings on this and has set out various statements Mr K made in his testimony in support of its argument, including:

"Because the properties were so high-end, it seemed like a good investment."

And:

"I guess our assumption was that it was a secure investment, and such scenario would not happen."

And:

"We were told that we could sell this timeshare to other people easier as it was so high class."

I note the first statement is something Mr K said about a previous purchase the subject of a separate complaint which hasn't been upheld, not the purchase the subject of this complaint. In any event, I took into account what Mr K said in his testimony before issuing the PD and having done so concluded it wasn't persuasive evidence that he and Mrs K purchased Fractional Club membership because it was an investment. The PR may not agree with my findings on this but in the absence of any new evidence I am not persuaded I should change my findings or the conclusion I came to.

In short, I am still not satisfied that what Mr K has said establishes that he and Mrs K were motivated to purchase membership because they hoped to make some gain or profit when the membership came to an end. To the contrary, in my view his testimony falls a long way short of showing this influenced his and Mrs K's purchasing decision and instead suggests that it was really the nature of the holiday accommodation that persuaded them to go ahead.

The PR also seeks to argue that testimony that Mr K provided after the Investigator's opinion

clarified the same theme as his original testimony and that it is irrational to discount it because it was provided later. But I made no reference to any subsequent testimony in the PD. I assume the PR is referring to subsequent testimony provided in the other complaint about the previous purchase which I didn't find persuasive in any event when considering that complaint. I therefore don't think I need to address this further.

The PR also refers to other decisions of our service (although hasn't identified specific cases) where a complaint has been upheld. However, each complaint needs to be considered on its own facts and just because other complaints about fractional club membership have been upheld doesn't provide any basis for upholding this complaint.

The PR also argues that given Mr K has described the product in investment terms it is irrational for me to have said that whether Fractional Club membership was or wasn't sold as an investment is equally possible and that this is immaterial. But, I have found that Mr K's testimony doesn't provide persuasive evidence that he and Mrs K purchased membership because it was an investment. And given this, whether it was sold as such isn't ultimately determinative of the outcome of this complaint - as I said in the PD.

The PR has also sought to argue that I have substituted a narrow requirement of 'profit motivation' for the broader and correct test of material influence. It isn't obvious to me that there is necessarily a significant difference but so it is clear I don't think the evidence supports a conclusion that Mr K and Mrs K were materially influenced to purchase Fractional Club membership because it was an investment.

Conclusion

In conclusion, given the facts and circumstances of this complaint, I'm not persuaded that the credit relationship between Mr K and Mrs K 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. And having taken everything into account, I see no other reason why it would be fair or reasonable to direct the Lender to compensate him.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 8 May 2026.

Philip Gibbons
Ombudsman