

The complaint

Mr J and Mrs J are unhappy with the service provided by Fullbrook Associates Ltd after it dealt with the termination of a timeshare agreement and section 75 claims on their behalf.

Mr J and Mrs J are both party to this complaint. For ease of reference, I have mostly referred to Mr J throughout this final decision.

What happened

The background to Mr J's complaint is well-known to both parties. So, I haven't repeated it in detail here. To summarise Mr J contacted Fullbrook to deal with the termination of a timeshare agreement, and section 75 claims against several lenders. Mr J complained to Fullbrook about its handling of these matters.

Fullbrook responded to Mr J's complaint not upholding his points. Mr J didn't agree with these findings and so brought his complaint to the Financial Ombudsman service. The Investigator said that we couldn't consider Mr J's complaint about the termination of a timeshare agreement because our rules don't allow us to consider this activity.

The Investigator also said Fullbrook hadn't dealt with the section 75 claims properly and should pay Mr J £350 compensation in recognition of its poor claim handling, and the impact on Mr J. Mr J didn't agree with the Investigator's findings. As the complaint couldn't be resolved it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Timeshare Agreement

I've considered all the available evidence to decide whether this is a complaint our service can consider. Having done so, I've concluded that the activities undertaken by Fullbrook that Mr J is complaining to the Claims Management Ombudsman about aren't within the scope of our jurisdiction. So, this isn't a complaint we're able to consider. I'll explain why.

On 1 April 2019 the regulation of CMC's moved to the Financial Conduct Authority ("FCA"), and complaints to the Claims Management Ombudsman - a Financial Ombudsman service. The Financial Ombudsman service operates according to a set of rules made by the FCA.

The rules about complaining to the ombudsman set out when we can – and can't – look into complaints. These rules are set out in a section of the FCA's Handbook called Dispute Resolution: Complaints ("DISP"). These rules determine, amongst other things, who can

bring a complaint to us and what types of activities we can consider complaints about. We can't deal with every type of complaint that's brought to us. If the activity in question is not covered by our jurisdiction according to DISP, we aren't able to consider a complaint about it.

DISP 2.3.1R says that we can consider a complaint under our compulsory jurisdiction if it relates to an act or omission of a firm in carrying on "regulated activities" or certain other activities (including ancillary activities) that are listed. The activities which are "regulated activities" are set out in the Regulated Activities Order ("RAO"). The activities in the RAO which are potentially relevant here are Articles 89G and 89I. In summary:

Article 89(G) provides - (a) seeking out persons who may have a claim; (b) referring details of (i) a claim or a potential claim; or (ii) a claimant or potential claimant to another person; and (c) identifying (i) a claim or potential claim; or (ii) a claimant or potential claimant, are regulated activities when carried out in relation to:

- (a) a personal injury claim;
- (b) a financial services or financial product claim;
- (c) a housing disrepair claim;
- (d) a claim for a specified benefit;
- (e) a criminal injury claim; and
- (f) an employment related claim.

Additionally, Article 89(I) provides that (i) advising a claimant or potential claimant; (ii) investigating a claim; and (iii) representing a claimant in relation to a financial services or financial product claim are also regulated activities.

The term "a financial services or financial product claim" isn't defined in the RAO. I have therefore, thought carefully about what it means, particularly in the context of what activities Fullbrook carried out for Mr J.

To be 'in relation to a financial services or financial product claim', I consider the activities which Fullbrook carried out would have had to be about a financial service or financial product claim that Mr J had or wanted to pursue. For example, if Mr J had wanted to make a claim against a lender who'd provided a loan as part of the timeshare arrangement – that would be in relation to a 'financial services or financial product claim'.

But in relation to this complaint, Mr J has engaged the services of Fullbrook to act on his behalf to end his timeshare arrangement – and this isn't a regulated activity. Accordingly, I don't consider that we have the jurisdiction to consider a complaint about the activities Fullbrook carried out for Mr J. I know my decision will be disappointing for Mr J. Where we can, we will always look to consider a complaint brought to us. But in this instance, we can't consider Mr J's complaint as we don't have the jurisdiction to do so.

Section 75 claims

Fullbrook dealt with several section 75 claims with different lenders on behalf of both Mr J and Mrs J. I won't go over the detail of the timeline of these claims as both parties are aware of the material facts. The Investigator recommended that Fullbrook pay Mr J £350 compensation in recognition of its poor handling of Mr J's section 75 claims, and specifically, its failure to contact the Financial Ombudsman service on time for one of the claims, resulting in that claim being time-barred.

I've carefully considered the submissions from both parties about why the £350 recommended by the Investigator should be changed to a different outcome. Mr J says this

doesn't reflect Fullbrook's poor legal advice and the losses he has suffered following this advice, and the amount Fullbrook pays should be much more. Fullbrook say it handled the claims reasonably and shouldn't have to pay any compensation for the work it did in helping Mr J make section 75 claims against his lenders.

I recognise Mr J's strength in feeling about his complaint. It's evident he has had a difficult period since entering into the timeshare agreement and attempting to cancel it. The effect of this period has been felt long after and I don't dispute the losses suffered, both financial and emotional, in trying to put things right.

I note Mr J instructed Fullbrook in the hope that it could help him terminate his timeshare agreement. I've carefully considered Mr J's points about the advice he followed, and how he feels let down by Fullbrook's handling of his timeshare termination. Mr J says £350 doesn't reflect what has happened, and the impact on him.

I should start by making it clear that the £350 recommendation by the Investigator is in recognition of Fullbrook's handling of the section 75 claims only. These claims are separate to any work handled by Fullbrook in relation to Mr J's timeshare termination. For the reasons already explained, we can't consider Mr J's complaint about timeshare termination as we don't have the jurisdiction to do so.

So, I've thought carefully about whether £350 compensation is fair for the failings identified in respect of Fullbrook's handling of Mr J's section 75 claims. And all things considered, I'm persuaded it is. I'll explain why.

I've seen that in December 2025 the Financial Ombudsman service concluded that it wouldn't be able to consider Mrs J's complaint about lender T because the complaint had been referred *'to the Financial Ombudsman Service too late after [lender T] sent its final response, and the late referral was not as the result of exceptional circumstances.'*

It's not disputed that Fullbrook had been instructed to deal with the claim against lender T. Mrs J had engaged the services of a professional representative, Fullbrook, to deal with her claim. I'm satisfied from the evidence presented that the responsibility was on Fullbrook to ensure that the complaint about lender T was referred on time. As this hadn't been done, the Financial Ombudsman service lacked the jurisdiction to consider Mrs J's complaint. So, Mrs J has missed out on the opportunity to have her complaint about lender T considered by the Financial Ombudsman service. I'm satisfied it's fair that Fullbrook compensate Mrs J for the loss of opportunity of having her complaint considered.

In addition to this failing, I'm also persuaded that Fullbrook could've done more to keep Mr J and Mrs J updated on their section 75 claims. The Claims Management Conduct of Business (CMCOB) provides guidance to claims management companies like Fullbrook. I've considered the relevant guidance.

Having done so, I don't think Fullbrook did enough to communicate with Mr J and Mrs J in a way that was clear, and allowed Mr J and Mrs J to stay fully informed about the progress of their section 75 claims. I recognise Fullbrook dealt with several claims at the same time against different lenders. And that often the updates were for both the timeshare agreement and section 75 claims. Fullbrook accepts that it could've done more to make the distinction clear about the updates that were being provided for the different claims it was managing.

I recognise that there was other external factors impacting the progression and decisions on the section 75 claims. But given the deadline for referral missed on one of Mrs J's claims, and the instances of poor and protracted communication across Mr J's and Mrs J's other

section 75 claims, I'm persuaded a fair and reasonable outcome is for Fullbrook to pay compensation for these failings and the impact on Mr J and Mrs J.

Having considered our award bands alongside what has happened, I'm persuaded £350 compensation is broadly in line with what this service would direct in similar circumstances. This amount recognises the loss of opportunity, and lack of management of the claims Fullbrook were instructed to deal with. And also, that the scope of my decision is limited to the section 75 claims- not the timeshare agreement.

I note Mr J and Fullbrook have had discussions about other compensation amounts to settle this complaint. Having reviewed everything, I won't be asking Fullbrook to pay more compensation than what has already been recommended by the Investigator. It is for Mr J to decide if he wants to accept this.

Putting things right

Fullbrook Associates Ltd must pay £350 for distress and inconvenience.

My final decision

For the reasons set out above, my jurisdiction decision is that the Claims Management Ombudsman, which is part of the Financial Ombudsman service, can't consider the complaint about the timeshare termination.

For the reasons provided my final decision is that I uphold the complaint about Fullbrook Associates Ltd's handling of the section 75 claims, and it must follow my direction above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 14 May 2026.

Neeta Karelia
Ombudsman