

The complaint

Mr T's complaint is about two related things.

He's unhappy with how Clydesdale Financial Services Limited (trading as Barclays Partner Finance) ("BPF") has treated him after it wrote to him as part of a review scheme to check if it should pay compensation to customers of a particular timeshare provider (the "Supplier"¹).

Mr T is also unhappy that BPF has refused to pay him any compensation in relation to the Supplier allegedly mis-selling him a timeshare.

What happened

I issued a provisional decision on this complaint on 3 February 2026, in which I set out my provisional findings on the matter of the Financial Ombudsman Service's jurisdiction (power) to decide the complaint, and on the merits of the parts of the complaint I considered we had the jurisdiction to decide.

A copy of my provisional decision is appended to and forms part of this final decision, so it's not necessary for me to go over the details again. However, to summarise briefly:

- I found that Mr T's complaint about how BPF had dealt with him under its review scheme was not something we had the power to deal with, because the Financial Ombudsman Service's jurisdiction didn't extend to informal review schemes like the one in question here.
- I found that if Mr T's complaint that BPF should pay him compensation for the Supplier's alleged mis-selling of a timeshare, was framed as a complaint about an unfair credit relationship under Section 140A of the Consumer Credit Act 1974 ("CCA"), then it had been made too late for the Financial Ombudsman Service to have the jurisdiction to decide. Specifically:
 - The complaint had been made more than six years after the end of Mr T's allegedly unfair credit relationship with BPF, and more than three years from when he ought reasonably to have been aware that he had cause to complain (which I'd determined was, by the latest, January 2016); and
 - Mr T had not been prevented from making his complaint earlier as a result of exceptional circumstances, and BPF had not consented the complaint being made outside of the applicable time limits.
- I found that if Mr T's complaint that BPF should pay him compensation for the Supplier's alleged mis-selling of the timeshare was framed as a complaint about a claim made under Section 75 of the CCA, then this was not made too late but should not be successful because:

¹ In my provisional decision I referred to the Supplier by its real name. As final decisions are published, I have anonymised the name of the Supplier in this decision and in the appended provisional decision.

- Any claims for misrepresentations made by the Supplier at the time Mr T bought timeshare, were time-barred under the Limitation Act 1980, giving BPF a complete defence to such claims.
- Any claim for breach of contract by the Supplier in relation to the timeshare (specifically, the Supplier becoming insolvent and no longer being able to fulfil the contract) would be unsuccessful, because Mr T had got rid of the timeshare prior to the Supplier's insolvency.

So, I didn't think the parts of the complaint we could decide should be upheld. I asked the parties to the complaint to let me have any further submissions they wanted me to consider.

BPF said it agreed with the provisional decision and had nothing to add. Mr T responded to say he did not agree with the provisional decision, but he provided no further comment.

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.

While I acknowledge that Mr T disagrees with my provisional decision, he hasn't provided any arguments against the findings I made. Indeed, I've received no further evidence or arguments following my provisional decision and, having reviewed the case again, I see no reason to depart from the findings and conclusions I reached in the appended provisional decision, and for the same reasons.

It follows that my conclusions are that the Financial Ombudsman Service doesn't have the power to consider Mr T's complaint about BPF's handling of the informal review scheme, or any complaint made about the fairness of Mr T's credit relationship with BPF.² This is respectively because such schemes are not covered by our jurisdiction, and the complaint was made too late.

It also follows that I find that if Mr T's complaint about the alleged mis-selling of the timeshare was framed as a complaint about a Section 75 claim, then it would not have been unfair or unreasonable of BPF to refuse to honour such a claim. This is because any misrepresentation claims would be time-barred under the Limitation Act 1980, and any claims for breach of contract would fail due to Mr T having disposed of the timeshare before the alleged breach occurred.

My final decision

For the reasons explained above, and in the appended provisional decision, I do not uphold this complaint.

² Decisions about the jurisdiction of the Financial Ombudsman Service aren't normally a matter for a final decision, but it's important that I record that I've not evaluated the merits of some parts of Mr T's complaint, and explain why.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 17 March 2026.

A handwritten signature in blue ink, appearing to read 'Will Culley', with a horizontal line underneath.

Will Culley
Ombudsman

COPY OF PROVISIONAL DECISION

I've considered the relevant information about this complaint.

Having done so, I agree with the conclusions reached by our Investigator but I'm issuing this provisional decision because I need to give the parties a further opportunity in the circumstances to make any final submissions they'd like me to consider.

The deadline for both parties to provide any further comments or evidence for me to consider is **17 February 2026**. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I don't hear from Mr T, or if he tells me he accepts my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

The complaint

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Mr T is also unhappy that BPF has refused to pay him any compensation in relation to the Supplier allegedly mis-selling him a timeshare.

What happened

Mr T bought a timeshare from the Supplier in July 2013, for £17,950. While not much information is available about the timeshare itself in terms of paperwork, it is known that the purchase was financed by a loan from BPF of the same amount, in Mr T's name.

The loan was repaid by Mr T in January 2016, and I understand he relinquished the timeshare in 2017. Mr T says the Supplier ceased trading in 2019.

In May 2023, BPF wrote to Mr T, explaining it was carrying out a review of purchases from the Supplier that it had financed, and it wanted to hear from Mr T about his experience. It enclosed a questionnaire for Mr T to complete and return if he wanted BPF to review his specific purchase.

Mr T completed the questionnaire and returned it to BPF. In October 2023 it wrote back to him saying the following:

"We previously wrote to you to say that following the receipt of the Review Request Form, we'd complete a review in respect of your timeshare purchase and related finance. We've completed our review and taken into account the information you have provided and we do not believe that you would have suffered any detriment in relation to the timeshare."

Unhappy with this response, Mr T wrote back to BPF in July 2024. He said that the timeshare had been mis-sold to him and he wanted all of his money back plus compensatory interest. BPF responded with a letter on 18 December 2024, explaining that it had reached its conclusions based on how Mr T had answered its questionnaire. It said it had read Mr T's most recent letter but this didn't change its mind, observing that Mr T hadn't explained how it

was that the timeshare had been mis-sold. BPF indicated it was happy to consider any further information Mr T had.

Mr T wrote back again on 14 January 2025. He said that BPF's questionnaire had been misleading because it appeared to be about the timeshare product itself, rather than how it had been sold. He said the timeshare itself had been fine, but that the Supplier had mis-sold it to him, mentioning the following things:

- He had been told he could sell the timeshare as an investment but this wasn't true.
- He had been put under pressure by the Supplier to make the purchase. He had been with the salesperson for the whole day.
- The following year the Supplier had then tried to get him to buy another timeshare for £36,000 because the market was slow for timeshare sales. After he refused, this was lowered to £17,950, which he initially went ahead with but then cancelled.
- He was then informed that his timeshare would not sell and that he should just use it for holidays.

Mr T went on to explain that he'd paid off the BPF loan in 2016 and stopped paying the annual fees associated with the timeshare.

BPF responded to Mr T on 3 March 2025. It said it disagreed that its questionnaire had been misleading, noting that the covering letter had explained that he should complete the questionnaire if he wanted the sales process to be reviewed. It said that it hadn't seen any evidence to support Mr T's claim that the timeshare was sold to him as an investment and that this was its final response to Mr T's complaint.

Mr T contacted the Financial Ombudsman Service a few days later to ask for an independent review of his complaint. One of our Investigators looked at the information provided and concluded that we didn't have the power to look into the complaint. I could summarise his reasons as follows:

- We couldn't look at a complaint about how BPF had investigated the sale of his timeshare under its review scheme. That was because review schemes weren't a type of activity we could look at complaints about.
- Putting the review scheme to one side, it was too late for us to look into a complaint about the alleged mis-selling of the timeshare against BPF, because:
 - If the complaint was made under Section 140A of the Consumer Credit Act 1974 ("CCA") then it would have been made too late for us to look into.
 - If the complaint was made in respect of a claim under Section 75 of the CCA then it would have been time-barred under the Limitation Act 1980, meaning BPF wouldn't have acted unreasonably in declining the claim.

Mr T asked to appeal against the Investigator's assessment, so the case has been passed to me to review.

What I've provisionally 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.

Having done so, I've arrived at the following conclusions:

1. Mr T's complaint about how BPF handled its review scheme isn't one we have the jurisdiction (power) to consider. This is because informal review schemes don't fall within the jurisdiction of the Financial Ombudsman Service.
2. If Mr T's mis-selling complaint relating to his timeshare is framed as a complaint about an unfair credit relationship within the meaning of Section 140A of the CCA, then this complaint has been made too late for the Financial Ombudsman Service to consider.
3. If Mr T's mis-selling complaint relating to his timeshare is framed as a complaint about how BPF has handled a claim under Section 75 of the CCA, then BPF has not acted unfairly or unreasonably by declining to provide compensation in respect of such a claim. This is because part of the claim would be time-barred under the Limitation Act 1980, and the rest does not have merit.

I'll explain why.

The Financial Ombudsman Service doesn't have the jurisdiction to look at all of the complaints people bring to us. There are certain rules (known as the DISP rules) which outline where we can and can't look into a complaint.

I don't intend to go into our rules in great detail in this decision because, firstly, our Investigator has gone into some of the detail in his assessment and, secondly, I think it would be more helpful if I explain why we can't help Mr T in less technical terms.

The review scheme

We can't look at complaints about informal review schemes like the one BPF put in place relating to the Supplier, and which BPF wrote to Mr T about in May 2023. We *can* look at certain complaints about *formal* review schemes which have been agreed between financial businesses and their regulators, but the review scheme relating to the Supplier is not of those.

The reason we can't look at this is because the definition of a complaint under the DISP rules only covers financial services and redress determinations under *formal* review schemes. The courts have confirmed in the past that a complaint about how a business has managed an informal review scheme doesn't fall into those categories.³

I'll say that this doesn't mean that I agree or disagree with how BPF have treated Mr T with respect to its informal review scheme. It just means I don't have the power to make a decision about it, one way or the other.

Mr T's general complaint about mis-selling of the timeshare

If we put the review scheme to one side, Mr T's complaint about the mis-selling of the timeshare could be framed as a complaint to BPF brought under Section 140A of the CCA, or possibly a complaint that BPF has failed to honour a claim under Section 75 of the CCA. I'll look at both of these in turn.

Section 140A – it's too late for us to look into a complaint brought on this basis

³ *R. (on the application of Mazarona Properties Ltd) v Financial Ombudsman Service*, [2017] EWHC 1135 (Admin)

To summarise very briefly, Section 140A of the CCA allows a person who has taken out a loan to complain to their lender about an “unfair credit relationship”. An unfair credit relationship can be caused by lots of different things – including things done (or not done) by the lender or the supplier who arranged the loan (e.g. the Supplier in Mr T’s case).

Our rules say that we can only look at a complaint which has been brought within a certain period of time after something has happened.

The effect of the rules is as follows: in order for me to be able to consider Mr T’s complaint, he needs to have made the complaint within six years of the event which the complaint relates to or, if this gives him longer, within three years of when he became aware (or ought reasonably to have been aware) of his cause to complain, unless there are exceptional circumstances which prevented the complaint from being brought earlier or BPF has consented to the complaint being brought late (which it hasn’t in this case).

The six-year time limit for a Section 140A complaint starts when the loan in question has been paid off. In Mr T’s case, that was in January 2016. So he had until January 2022 to make a complaint under the six-year part of our rules. He didn’t complain until 2024 when he responded to BPF’s review decision, meaning he was too late.

But what about the three-year part of our rules? Mr T says he only found out BPF might have had some responsibility for the Supplier’s mis-selling in 2023 when it wrote to him about the review.

It’s not quite as simple as that. As I’ve said above, the three-year time limit will also run from when Mr T *ought reasonably to have been aware*, if this is earlier. And in his case, I think it was, for reasons I’ll explain.

The things which could give rise to an unfair credit relationship are potentially very broad, and Mr T only needs to have been aware of one reason for the relationship to have potentially been unfair (or been in a position where he ought reasonably to have been aware of one reason) for the three-year clock to start. He wouldn’t get a further three years if he later discovered *another* reason why the credit relationship may have been unfair.

Mr T also doesn’t need to have had actual, exact knowledge of his cause to complain to BPF, to start the three-year clock running. He just needs to have had constructive knowledge. What this means is that he needs to have been put on the path to discovering that BPF had been responsible for something that had, or might have, gone wrong and caused him a loss. Bearing this in mind, to start the three-year clock, I think Mr T should reasonably have been aware, or been put on the path to discovering, that:

- There was a problem with the lending or the timeshare.
- The problem had caused him, or was causing him, a loss.
- Someone else may have been responsible for this loss, through their actions or failure to act.
- This someone else may have been BPF.

Having carefully read Mr T’s letters and emails, I think he ought reasonably to have been aware that he had cause to complain to BPF shortly after he purchased the timeshare in 2013, or certainly by January 2016. In one of his letters to BPF, Mr T said:

“At the time of signing up for the loans the hard sell was not the way a Barclays representative would normally act.”

And:

“After reading online blogs about [the Supplier] and Barclays Partner Finance ruining people’s lives with loans for timeshare, we decided to pay the loan off in 2016 and stop paying the maintenance...”

Mr T says he was pressured into his purchase and that he identified the seller as a “Barclays representative”. So he was aware that something had gone wrong (being pressured into taking out a loan to buy a timeshare) which would cause him a loss (having to repay the loan and interest), and that BPF might be responsible (because the bank’s representative had put him under pressure).

If I’m wrong about that, then I think Mr T clearly knew by January 2016 that he might have cause to complain to BPF, because he refers to having read online blogs about the Supplier and BPF *“ruining people’s lives with timeshare”*, and that it was this information that led him to repay the loan early.

Either way, it’s clear that the three-year time limit wouldn’t give Mr T any longer than the six-year time limit, which expired in January 2022. Our Investigator didn’t identify any exceptional circumstances which would have prevented Mr T from complaining sooner, and Mr T hasn’t mentioned anything which I would consider to be exceptional circumstances in his response to our Investigator.

So I have to conclude that Mr T’s complaint about an unfair credit relationship was made too late for us to look into.

Section 75

This section of the CCA allows a consumer who has paid for goods or services using certain kinds of credit, to claim against their lender in respect of any breach of contract or misrepresentation by the supplier of those goods or services.

So in Mr T’s case, it means he could make a claim against BPF in respect of any breach of contract or misrepresentation by the Supplier. The claim Mr T would have against BPF is what is known as a “like claim” – which means it will be the same as the claim he would have against the Supplier.

The complaint event for the purposes of a complaint relating to a Section 75 claim is a bit different to Section 140A. Normally it is the decision by a bank or other financial business to decline the claim. So the complainant would normally have six years from when they received a rejection of their claim, or no response to their claim after a reasonable period of time.

It doesn’t appear that BPF has in fact ever considered a Section 75 claim from Mr T. He’s never said that he wants to raise a claim under this part of the CCA. But I think it would have been apparent from *what* Mr T was complaining about, that BPF should have considered such a claim. As I think Mr T contacted the Financial Ombudsman Service within six years of not having had a response to his claim within a reasonable time, this is a complaint that we can look into.

Unfortunately, I don’t think that, had BPF considered the claim, that it would have been fair and reasonable for it to have provided any redress as a result. I’ll explain why.

I think it’s reasonable for lenders to reject Section 75 claims that they are first informed about after the claim has become time-barred under the Limitation Act 1980 (“LA”), as it wouldn’t be fair to expect lenders to look into such claims so long after the liability arose and after a limitation defence would have been available in court. So, it is relevant to consider whether

Mr T's Section 75 claim was time-barred under the LA *before* he contacted BPF with his concerns.

As I mentioned earlier, Section 75 covers breaches of contract and misrepresentation.

Under the LA, Mr T would have had six years from the point he made his purchase (in July 2013) to bring a claim for misrepresentation. By the time he was first in contact with BPF about his problems with the timeshare, he was unfortunately a long way past that six-year window, and so BPF would have had a limitation defence against the claim.

For claims of breach of contract, the relevant time limit under the LA is six years from the date of the breach of contract. I'm aware that Mr T says the Supplier ceased trading in 2019, which I take to mean that the timeshare he'd paid for was no longer able to be used after that point, meaning he should be compensated. If that interpretation is correct, then the alleged breach of contract occurred in 2019 and Mr T would have been within the six-year period allowed by the LA at the time he let BPF know about his concerns.

However, our Investigator made an important observation, which was that Mr T had "relinquished" his timeshare in 2017, meaning he exited his contract with the Supplier. Because Mr T was no longer in a contract with the Supplier, there could be no breach of contract in 2019 when the Supplier allegedly ceased trading. So it wouldn't have been unfair or unreasonable for BPF to decline a claim brought under Section 75 of the CCA in these circumstances.

My provisional decision

While I realise my conclusions will disappoint Mr T, for the reasons I've explained above I'm of the view that the Financial Ombudsman Service does not have the power to consider his complaint about how the informal review scheme was handled, or any complaint about an unfair credit relationship with BPF. While I do think we have the power to consider a complaint about BPF's failure to honour a Section 75 claim, I don't think BPF has acted unfairly or unreasonably in respect of this.

Will Culley
Ombudsman