

## **The complaint**

Mr G's complaint is, in essence, that Clydesdale Financial Services Limited trading as Barclays Partner Finance (the 'Lender') acted unfairly and unreasonably by deciding against paying his claim under Section 75 of the CCA.

## **What happened**

Mr G was an existing member of a timeshare membership provided by a timeshare supplier (the 'Supplier'). He went on to purchase a membership of a timeshare (the 'Fractional Club') from the Supplier on 20 September 2013 (the 'Time of Sale') (which is the centre of this complaint). He entered into an agreement with the Supplier to purchase 2630 fractional points at a cost of £36,011 (the 'Purchase Agreement').

Fractional Club membership was asset backed – which meant it gave Mr G more than just holiday rights. It also included a share in the net sale proceeds of a property named on his Purchase Agreement (the 'Allocated Property') after his membership term ends. Mr G paid for the Fractional Club membership by taking finance of £8500 from the Lender (the 'Credit Agreement') with the rest of the purchase price being covered by trading in the previous timeshare mentioned. Mr G settled the finance with the Lender in November 2013.

Mr G, through the representations of a Professional Representative (the 'PR'), complained to the Lender on 18 July 2022 about the payment of commission, availability, exclusivity and a number of other alleged failings in the sale of this membership. In March 2024, this complaint was assessed by an Investigator at this service who, having considered the information on file decided that the complaint about the Lender not paying the S140A claim couldn't be considered because it was outside of our jurisdiction. She also decided that the Lender had a full defence to the S75 claim as a result of the Limitation Act 1980.

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

On the 09 October 2025 I issued a provisional decision saying Mr G's complaint about the outcome of his S140A claim was not within this service's jurisdiction. I also said that his complaint about the outcome of his S75 claim shouldn't be successful. Both parties provided their positions on my provisional decision.

On 10 November 2025 I issued a jurisdiction decision saying that Mr G's complaint about the outcome of his S140A claim was not in this service's jurisdiction.

## **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.

This decision considers only the aspects of Mr G's complaint which are within this services' jurisdiction. I appreciate this means many arguments made by the PR latterly will not be answered but that is because they are not within our remit.

For the following reasons I've decided that this complaint should not succeed. I said in my provisional decision the following (in italics and smaller font for clarity):

*Within the correspondence the PR also made a claim under S75 of the CCA. I can see the claim made and all the arguments made by the PR are concerned with the sale of the timeshare. These include allegations of misrepresentation before and during the sale. This membership was purchased in September 2013 by Mr G and, as I've described, the Investigator has said the Lender has nothing further to do because this claim is 'out of time' under the Limitation Act 1980.*

*Mr G said that the timeshare supplier misrepresented the nature of the membership to him when he bought it and that it had been mis-sold to him. However, under section 9 of the Limitation Act 1980, Mr G had to make that claim within six years of when he entered into the Purchase and Credit agreements – which was in October 2011 – because that is when he says he lost out having relied on false statements of fact. As the claim wasn't made to the Lender until September 2021 it is clearly outside that six-year time limit. Therefore it follows that the Lender's position of saying it doesn't have to do more in relation to Mr G's S75 claim to it is fair with regard to misrepresentations made.*

*But even if Mr G's S75 claim for misrepresentations weren't caught by the Limitation Act there are other reasons why his S75 claim should be unsuccessful. Certain conditions must be met for section 75 to apply including, for instance, the cash price of the purchase and the nature of the arrangements between the parties involved in the transaction. Section 75(3)(b) says this protection does not apply if:*

*"the claim relates to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000."*

*In this case we have the pricing from this purchase which clearly shows the purchase price of the membership as being £36,011. Accordingly, the misrepresentation claim under section 75 of the CCA isn't within the financial limits set by the CCA. And so, any section 75 claim made to the Lender cannot be successful as liability does not attach to the Lender for any misrepresentations by the Supplier under this provision.*

**Mr G says in his submissions that they could not holiday where and when they wanted to – which, on my reading of the complaint, suggests that they consider that the Supplier was not living up to its end of the bargain, and had breached the Purchase Agreement. 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 in such sales states that the availability of holidays was/is subject to demand. I accept that they may not have been able to take certain holidays. But I have not seen enough to persuade me that the Supplier had breached the terms of the Purchase Agreement.**

*Overall, therefore, from the evidence I have seen to date, I do not think the Lender is liable to pay Mr G any compensation for a breach of contract by the Supplier. And with that being the case, I do not think the Lender acted unfairly or unreasonably when it did not meet Mr G's claim by remedying the situation.*

So, for all of those reasons I didn't think the Lender should have to do any more.

In response to my provisional arguments around S75 the PR has responded with a number of arguments albeit not addressing the arguments I've raised regarding the application of the Limitation Act to Mr G's circumstances here, nor addressing the application of the financial limits to his misrepresentation claim nor my other arguments regarding Mr G's specific complaints nor his actual circumstances. To my mind the PR mainly provides some non-specific discourse on the broader issues surrounding such sales. So I shall limit my response to covering the key arguments it does make that are in jurisdiction.

The PR points to the lending decision made and notes that Mr G was in his seventies when this lending was arranged. Firstly the PR, hasn't at the time of claim or since, made out that the lending was unaffordable or irresponsible with evidence or persuasive argument. Secondly, I've seen documentation from the time showing Mr G having significant income in retirement, owning properties which had no mortgage debts on them, no other borrowing and no negative issues regarding the main areas which can negatively impact someone's credit score. So I'm far from persuaded that any lending complaint here should succeed. Mr G had significant means of repayment at the time of sale and I've seen nothing which persuades me he shouldn't have been provided with credit.

The PR has not directly addressed my arguments regarding Limitation, financial limits or breach in any persuasive manner or indeed attempted to persuade me that I'm wrong on the application of those arguments to Mr G's specific case. So I see little to be gained by repeating myself other than to say I see no reason to deviate from my arguments regarding those issues as outlined above. Having considered Mr G's S75 claim and all of the associated arguments made, and considered carefully the arrangements between Mr G, the Lender and the Supplier from all aspects, I see no persuasive reason to uphold this complaint.

### **My final decision**

It is my decision that this complaint does not succeed for the reasons given.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 April 2026.

Rod Glyn-Thomas  
**Ombudsman**