

The complaint

Mr S' complaint is, in essence, that Mitsubishi HC Capital UK Plc (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with him 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 S was a member of a timeshare provider (the 'Supplier') – having purchased a number of products from it over time. But the product at the centre of this complaint is his membership of a timeshare that I'll call the 'Fractional Club' – which he bought on 21 March 2018 (the 'Time of Sale'). He entered into an agreement with the Supplier to buy 1,820 fractional points at a cost of £23,498 which after trading in his existing timeshare resulted in a net cost to Mr S of £19,602 (the 'Purchase Agreement').

Fractional Club membership was asset backed – which meant it gave Mr S 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 his membership term ends.

Mr S paid for his Fractional Club membership by trading in his existing trial membership and by taking finance of £23,750 from the Lender (the 'Credit Agreement'). Mr S' loan was repaid in full in March 2020.

Mr S changed from Fractional Club membership to a points timeshare with the Supplier in 2020.

Mr S – using a professional representative (the 'PR') – wrote to the Lender on 28 May 2024 (the 'Letter of Complaint') to raise a number of different concerns. Since then, the PR has raised some further matters it says are relevant to the outcome of the complaint. As both sides are familiar with the concerns raised, it isn't necessary to repeat them in detail here beyond the summary above.

The Lender dealt with Mr S' concerns as a complaint and issued its final response letter on 18 June 2024, rejecting it on every ground.

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

I considered the matter and issued a provisional decision (the 'PD') dated 17 March 2026. 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.

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 75 of the CCA: the Supplier's misrepresentations at the Time of Sale

The CCA introduced a regime of connected lender liability under Section 75 that affords consumers ("debtors") a right of recourse against lenders that provide the finance for the acquisition of goods or services from third-party merchants ("suppliers") in the event that there is an actionable misrepresentation and/or breach of contract by the supplier.

Certain conditions must be met if the protection afforded to consumers is engaged, including, for instance, the cash price of the purchase and the nature of the arrangements between the parties involved in the transaction. The Lender doesn't dispute that the relevant conditions are met. But for reasons I'll come on to below, it isn't necessary to make any formal findings on them here.

It was said in the Letter of Complaint that Fractional Club membership had been misrepresented by the Supplier at the Time of Sale because Mr S was told by the Supplier that Fractional Club membership was an "investment".

I don't think it would be fair or reasonable to uphold this complaint for reasons relating to Mr S' Section 75 claim. As a general rule, creditors can reasonably reject Section 75 claims that they are first informed about after the claim has become time-barred under the Limitation Act 1980 (the 'LA') as it wouldn't be fair to expect creditors to look into such claims so long after the liability arose and after a limitation defence would be available in court. So, it is relevant to consider whether Mr S' Section 75 claim was time-barred under the LA before he put it to the Lender.

A claim for misrepresentation against the Supplier would ordinarily be made under Section 2 (1) of the Misrepresentation Act 1967. And the limitation period to make such a claim expires six years from the date on which the cause of action accrued (see Section 2 of the LA).

But a claim, like the one in question here, under Section 75 is also 'an action to recover any sum by virtue of any enactment' under Section 9 of the LA. And the limitation period under that provision is also six years from the date on which the cause of action accrued.

The date on which the cause of action accrued was the Time of Sale. That's because Mr S entered into the Purchase Agreement at that time based on the alleged misrepresentations of the Supplier – which he says he relied on. And as the loan from the Lender was used to help finance the purchase, it was when he entered into the Credit Agreement that he suffered a loss.

Mr S first notified the Lender of his Section 75 claim on 28 May 2024. And as more than six years had passed between the Time of Sale (21 March 2018) and when he first put the claim to the Lender, I don't think it was unfair or unreasonable of the Lender to reject Mr S' concerns about the Supplier's alleged misrepresentations.

The PR has raised other matters as potential misrepresentations, but it seems to me that they are not allegations of the Supplier saying something that was untrue. Rather, it is that

Mr S wasn't told things about the way the membership worked, for example, that the obligation to pay management fees could be passed on to his children. It seems to me that these are allegations that Mr S wasn't given all the information he needed at the Time of Sale, and I will deal with this further below.

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

I've already explained why I'm not persuaded that Fractional Club membership was actionably misrepresented by the Supplier at the Time of Sale. But there are other aspects of the sales process that, being the subject of dissatisfaction, I must explore with Section 140A in mind if I'm to consider this complaint in full – which is what I've done next.

Having considered the entirety of the credit relationship between Mr S 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; and
6. Any existing unfairness from a related credit agreement.

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

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

Mr S' complaint about the Lender being party to an unfair credit relationship was and is made for several reasons.

They include allegations that:

1. the right checks weren't carried out before the Lender lent to Mr S.
2. the loan interest was excessive.
3. the Lender failed to set out everything required by the CCA on the face of the Credit Agreement.

However, as things currently stand, none of these strike me as reasons why this complaint should succeed.

I haven't seen anything to persuade me that the right checks weren't carried out by the Lender given this complaint's circumstances. But 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 S was actually unaffordable before also concluding that he lost out as a result and then consider whether the credit relationship with the Lender was unfair to him for this reason. But from the information provided, I am not satisfied that the lending was unaffordable for Mr S.

Mr S was aware of the interest rate set out on the face of the Credit Agreement, as well as

the term of the loan and the monthly repayments, so he understood what it was he was taking out. Further, I don't think the rate of interest was excessive, compared either to other rates available from other point-of-sale lenders or on the open market, so I can't say it would be fair or reasonable to tell the Lender to do anything because of this.

And even if the Lender presented information differently, I can't see how that would have made any difference to Mr S' decision to take out the loan. It follows, I can't say Mr S has lost out or that the Lender needs to do anything further because of this issue.

The PR also submitted an argument that the Lender failed to correctly calculate the interest due on the loan as set out in the Credit Agreement. This has since been withdrawn.

Overall, therefore, I don't think that Mr S' credit relationship with the Lender was rendered unfair to him under Section 140A for any of the reasons above. But there is another reason, perhaps the main reason, why the PR now says the credit relationship with the Lender was unfair to him. And that's the suggestion that Fractional Club membership was marketed and sold to him 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 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 and Mr S say that the Supplier did exactly that at the Time of Sale – saying, in summary, that they were told by the Supplier that Fractional Club membership was the type of investment that would only increase in value.

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 S 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.¹

In other words, the Timeshare Regulations did not ban products such as the Fractional Club.

¹ The PR has argued that Fractional Club membership amounted to an Unregulated Collective Investment Scheme, however this was considered and rejected in the judgment in *R (on the application of Shawbrook Bank Ltd) v Financial Ombudsman Service Ltd* and *R (on the application of Clydesdale Financial Services Ltd (t/a Barclays Partner Finance)) v Financial Ombudsman Service* [2023] EWHC 1069 (Admin).

They just regulated how such products were marketed and sold.

To conclude, therefore, that Fractional Club membership was marketed or sold to Mr S 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 him as an investment, i.e. told them or led him to believe that Fractional Club membership offered him 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 S, 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 S 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's not necessary to make a formal finding on that particular issue for the purposes of this decision.

Would the credit relationship between the Lender and Mr S have been rendered unfair to him had there been a breach of Regulation 14(3) of the Timeshare Regulations?

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 S 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 S and the Lender that was unfair to him and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led him to enter into the Purchase Agreement and the Credit Agreement is an important consideration.

Mr S' undated testimony, provided to this service in August 2024, records that he was told about his Fractional Club membership that "at the end of the term we would recover our investment from the sale of our fractional percentage of the property, so it seemed like a good investment."

The statement also said:

"An additional benefit to the low overall cost of our holiday was the quality holidays and safety issues, which attracted us to this purchase. We had our daughter with us so the idea of her being able to have safe quality accommodation in the future and a guaranteed return of investment or maybe even a profit at the end of the term was what made us decide to proceed to fractional ownership/full membership."

The PR provided other evidence, relating to two telephone calls from March 2024. One which is a completed form which includes in the 'any other comments' section that Mr and Mrs S "purchased to own the property – bricks / mortar can sell & make a profit at the end". But without the context of what questions had been asked to elicit such a response – or the response in full – I don't consider this supports Mr S' statement as the PR suggests.

The PR has also provided the notes of a telephone conversation they had with Mr and Mrs S on 6 March 2024. In that note, Mr and Mrs S refer to the Supplier discussing the purchase of a property and to timeshares which they say were not as good or expensive but "still a good option as it still made a profit from.. sale, (%)". My reading of this is that Mr and Mrs S set out what they remember being told by the Supplier. But as they go on to say that the Supplier had to add gifts, bonus points, upgrades etc "in order to convince us", I don't consider these notes demonstrate that Mr and Mrs S' purchase was motivated by what they were told by the Supplier about the investment element of Fractional Club membership.

Returning to Mr S' statement, in which he also says that, in 2020, he changed product with the Supplier to a points membership. He refers to this as an upgrade but provides no further explanation about his purchase. The Lender has confirmed that Mr S changed his Fractional Club membership for (a higher number of) timeshare points that were not asset backed and had no investment element.

I find Mr S' decision in 2020 difficult to reconcile with the comments he made in 2024 that he bought Fractional Club membership at the Time of Sale, at least in part, because of its investment element. And as experience tells me that, the more time that passes between a complaint and the event complained about, the more risk there is of recollections being vague, inaccurate and/or influenced by discussion with others. Indeed, as there isn't any other evidence on file to corroborate Mr S' recent evidence about his motivations at the Time of Sale, I'm not persuaded that I can give his written recollections the weight necessary to finding that the credit relationship in question was unfair for reasons relating to a breach of the relevant prohibition.

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 S decided to go ahead with the purchase. As Mr S himself doesn't persuade me that the purchase was motivated by his 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 he 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 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). And for that reason, I do not think the credit relationship between Mr S and the Lender was unfair to him even if the Supplier had breached Regulation 14(3).

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

The PR says that Mr S was not given sufficient information at the Time of Sale by the Supplier about membership, including about the ongoing costs of Fractional Club membership and the fact that Mr S' heirs could inherit these costs.

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 mistakes 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 S 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 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 S nor the PR have persuaded me that he would not have pressed ahead with the purchase had the finer details of the Fractional Club's ongoing costs 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 for the PR's argument that Mr S' heirs would inherit the on-going management charges, I fail to see how that could be the case or that it could have led to an unfairness that warrants a remedy.

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 S' Section 75 claim, and I was not persuaded that the Lender was party to a credit relationship with him under the Credit Agreement that was unfair to him 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 him.

The Lender did not respond to the PD.

The PR 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 S and the Lender was unfair. In particular, the PR has provided further comments in relation to whether the membership was sold to Mr S 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 has provided further comments and evidence which in my view relate to whether Fractional Club membership was marketed as an investment in breach of the prohibition in Regulation 14(3) of the Timeshare Regulations. However, as I explained in my provisional decision, while the Supplier's sales processes left open the possibility that the sales

representative may have positioned Fractional Club membership as an investment, it isn't necessary to make a finding on this as it is not determinative of the outcome of the complaint. I explained that Regulatory breaches do not automatically create unfairness and that such breaches and their consequences (if there are any) must be considered in the round, rather than in a narrow or technical way.

The PR's comments and evidence in this respect do not persuade me that I should uphold Mr S' complaint because they do not make me think it's any more likely that the Supplier's breach of Regulation 14(3) led Mr S to enter into the Purchase Agreement and the Credit Agreement.

The PR has provided its further thoughts as to Mr S' likely motivations for purchasing Fractional Club membership. I recognise it has interpreted Mr S' testimony differently to how I have and thinks it points to him having been motivated by the prospect of a financial gain from Fractional Club membership.

In my provisional decision I explained the reasons why I didn't think Mr S' purchase was motivated by the prospect of a financial gain (i.e., a profit). And although I have carefully considered the PR's arguments in response to this, I'm not persuaded the conclusion I reached on this point was unfair or unreasonable.

The evidence we've been provided with in this case to support the PR's thoughts were obtained after the Time of Sale. So, as is not uncommon, we don't have any contemporaneous evidence to demonstrate Mr S' motivations for his purchase. The first contact Mr and Mrs S had regarding a claim was in March 2024 – almost six years after their Fractional Club purchase.

That means while I note that the initial contact Mrs S had on the issue, says she was doing so as she needed *'help recovering a mis-sold investment'* I don't consider that use of the term investment can be used to determine Mr S' motivation for his purchase at the Time of Sale.

The PR also referred to its notes of the initial telephone call it had with Mr and Mrs S saying that the Supplier discussed other investments which Mr and Mrs S declined. However, on my reading of the notes, this discussion took place at Mr and Mrs S' first meeting with the Supplier and not at the Time of Sale. In any case, Mr S' statement makes no reference to alternative investments offered to him at the Time of Sale. So, I'm not persuaded that this assists in determining Mr S' motivation for the purchase which is the subject of this complaint.

The PR goes on to say that Mr S' statement expressly ties his decision to purchase to the investment element and promise of a profit.

In that statement, Mr S said:

"The idea of [relative] being able to have safe quality accommodation in the future and a guaranteed return of investment or maybe even a profit at the end of the term was what made us decide to proceed to fractional ownership / full membership."

But as I set out in my provisional decision, in 2020, Mr S went on to convert his Fractional Club membership to a points-based timeshare. And I said that was difficult to reconcile with what Mr S says about his reasons for purchasing Fractional Club membership at the Time of Sale. The PR disagrees. It said that, in 2020, Mr S:

- Did not make a financial choice but experienced a pressurised COVID-era video

meeting

- Did not voluntarily give up an investment but was misled believing he was improving flexibility not forfeiting any investment element

And that Mr S' motivations in 2018 cannot be judged by events forced upon him in 2020.

We have limited information from Mr S about what happened in 2020. In his statement Mr S said:

"In March 2020, during COVID19, we were asked to take part in a video call where we were encouraged to upgrade the membership from Fractional to a Points Timeshare. This was supposed to include UK short stays, but unfortunately these were restricted to a double room only, so we haven't had much opportunity to use it as a family of three."

Mr S' statement does not make the allegations about the Supplier's conduct that his PR puts forward. In 2020, Mr S purchased an additional 800 points when he converted to a non-asset backed timeshare with the Supplier. That does not suggest he had any fundamental dissatisfaction with the Supplier. And if Mr S had wanted to simply increase the holidays he could take – or improve flexibility as the PR put forward - he could have chosen to purchase additional points without trading in his existing membership.

The PR says that Mr S was not told he was forfeiting any investment element by moving to a Points based timeshare in 2020. But Mr S says in his statement that he upgraded to a Points scheme from Fractional Club membership, so I think he knew he was changing from one membership to another. I also think it's very likely that Mr S would have signed documents to confirm that was happening.

Mr S' statement is not dated but as his complaint process did not start until March 2024, I have no reason to believe it was written before that date. The phone notes also date from the same month which as I've said, was almost six years from the Time of Sale and over three years after Mr S changed his Fractional Club membership for a non-asset backed one. As I set out in my provisional decision, I'm conscious that the more time that passes between a complaint and the event complained about, the more risk there is of recollections being vague, inaccurate and influenced by discussions with others. So, on balance and as I set out in my provisional decision, I'm not persuaded that I can give his written recollections the weight necessary to finding that the credit relationship in question was unfair for reasons relating to a breach of the relevant prohibition.

So, 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 S' purchasing decision. And for that reason, I do not think the credit relationship between Mr S and the Lender was unfair to him even if the Supplier had breached Regulation 14(3).

S140A conclusion

Given all of the factors I've looked at in this part of my decision, I'm not persuaded that the credit relationship between Mr S and the Lender under the Credit Agreement and related Purchase Agreement was unfair to him. 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 S' Section 75 claim, and I am not persuaded that the Lender was party to a credit relationship with him under the Credit Agreement that was unfair to him 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 him.

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 S to accept or reject my decision before 28 April 2026.

Claire Poyntz
Ombudsman