DRN-6278696

Financial Ombudsman Service

The complaint

Ms M's complaint is, in essence, that Mitsubishi HC Capital UK Plc trading as Novuna Personal Finance (the 'Lender') acted unfairly and unreasonably by (1) being party to an unfair credit relationship with her under Section 140A of the Consumer Credit Act 1974 (as amended) (the 'CCA') and (2) deciding against paying claims under Section 75 of the CCA.

What happened

Ms M and Mr Y were the members of a timeshare provider (the 'Supplier') – having purchased a trial membership with it in November 2017. 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 29 June 2018 (the 'Time of Sale'). They entered into an agreement with the Supplier to buy 910 fractional points at a cost of £17,664[1] (the 'Purchase Agreement').

Fractional Club membership was asset backed – which meant it gave Ms M and Mr Y 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.

Ms M and Mr Y paid for their Fractional Club membership by taking finance of £16,989[2] from the Lender (the 'Credit Agreement') in Ms M's name, making her the sole and only complainant in this case.

On 10 September 2019[3] Ms M contacted the Lender by phone to explain the financial difficulties she and Mr Y were in due to them both no longer being in employment and to advise it that she had been told by the Supplier, at the Time of Sale, to declare her employment status as 'employed' rather than as being on maternity leave with a view of returning to work post birth of her child.

On 20 September 2019 the Lender issued its final response letter to Ms M. Under cover of this letter the Lender said that as Ms M was on maternity leave with the intention of returning to work after the birth of her child it was correct for the Supplier to record her employment status as employed.

On 20 March 2020 a professional representative (the 'PR) contacted our service to intimate a claim on Ms M's behalf, enclosing a copy of the Lender's final response letter.

On 29 June 2020 the Supplier confirmed to Ms M that her membership had been suspended for the non-payment of charges.

[1] Reduced to £13,269 after a trade in allowance granted of £4,395

[2] Inclusive of £3,720 advanced to repay previous borrowing

[3] From the telephone note provided by the Lender it appears that 10 September 2019 wasn't the first time Ms M had been in contact with the Lender with regards to financial difficulties

On 8 July 2020 the PR, at our request, sent us a completed complaint form signed by Ms M and Mr Y. Under cover of this complaint form, the PR said that Ms M and Mr Y had been pressured into purchasing Fractional Club membership by the Supplier and that membership had been misrepresented to them by it. It also said that the Lender was paid a commission that wasn't declared to Ms M and that the Lender failed to conduct a proper assessment of Ms M's ability to afford the loan.

Ms M added, in what appears to be her (or Mr Y's) own hand, that:

"Extreme pressure to purchase – but it's not an investment and in no way worked for us as a family. Key info omitted – like it's an 'in perpetuity' contract."

On 22 November 2022 Ms M wrote to our service to say that the Supplier is *"now in administration."*

On 14 December 2022 Ms M advised our service that she was no longer represented by the PR.

Ms M's complaint was assessed by an Investigator who, having considered the information on file, rejected the complaint on its merits. In summary he said he wasn't persuaded that the Lender was party to an unfair credit relationship with her under Section 140A of the CCA, that there had been any actionable misrepresentations by the Supplier at the Time of Sale, and that the lending in question was unaffordable.

Ms M disagreed with the Investigator's assessment. She said that her complaint should be upheld given the judgement recently handed down in *Shawbrook & BPF v FOS* and to say that Fractional Club membership had been *"sold to us 'as an investment' and something we could use for ourselves, family and friends."*

The investigator considered Ms M's response to his view. However, he wasn't persuaded to change his mind and that's why Ms M's complaint was passed to me.

I considered the matter and issued a provisional decision (the 'PD') on 8 April 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 don't currently think this complaint should be upheld.

However, before I explain why, I want to make it clear that my role as an Ombudsman isn't to address every single point that has been made to date. Instead, it's to decide what's fair and reasonable in the circumstances of this complaint. So, if I've not commented on, or referred to, something that either party has said, that doesn't mean I haven't 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.

Ms M said that Fractional Club membership had been misrepresented by the Supplier at the Time of Sale because she was told by it that the membership was an "investment" when that wasn't true.

However, telling prospective members that they were investing their money because they were buying a fraction or share of one of the Supplier's properties wasn't untrue. After all, a share in an allocated property was, by its very nature, an investment. And as there's nothing else on file to support Ms M's allegation, I'm not persuaded that there was a representation by the Supplier on the issue in question that constituted a false statement of fact.

So, while I recognise that Ms M has concerns about the way in which Fractional Club membership was sold by the Supplier, when looking at the claim under Section 75 of the CCA, I can only consider whether there was a factual and material misrepresentation by the Supplier. For the reasons I've set out above, I'm not persuaded that there was. And that means that I don't think that the Lender is liable to Ms M, under Section 75 of the CCA, for misrepresentation (by the Supplier).

Section 75 of the CCA: the Supplier's Breach of Contract

I've already summarised how Section 75 of the CCA works and why it gives consumers a right of recourse against a lender. So, it isn't necessary to repeat that here other than to say that, if I find that the Supplier is liable for having breached the Purchase Agreement, the Lender is also liable.

In November 2022 Ms M advised our service that the Supplier was in administration.

If certain parts of the Supplier's business were put into administration, I can understand why it could be said that there was a breach of the Purchase Agreement. However, Ms M hasn't said, suggested or provided evidence to demonstrate that as a result of certain parts of the Supplier's business being put into administration she is no longer:

1. a member of the Fractional Club;
2. able to use her Fractional Club membership to holiday in the same way she could initially; and
3. entitled to a share in the net sales proceeds of the Allocated Property when her Fractional Club membership ends.

So, from the evidence I've seen, I don't think the Lender is liable to pay Ms M any compensation for a breach of contract by the Supplier. And that means that I don't think that that the Lender is liable to Ms M, under Section 75 of the CCA, for breach of contract (by the Supplier).

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 Ms M 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've 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. Evidence provided by both parties on what was likely to have been said and/or done at the Time of Sale;
4. The inherent probabilities of the sale given its circumstances; and, when relevant
5. Any existing unfairness from a related credit agreement.

I've then considered the impact of these on the fairness of the credit relationship between Ms M and the Lender.

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

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

She says, for instance that:

1. the right checks weren't carried out before the Lender lent to her; and
2. she was pressured by the Supplier into purchasing Fractional Club membership at the Time of Sale.

However, as things currently stand, neither of these strike me as reasons why this complaint should succeed.

We've explained how we handle complaints about irresponsible and unaffordable lending on our website. And I've used this approach to help me decide this aspect of Ms M's complaint.

The Lender needed to make sure that it didn't lend irresponsibly. In practice, what this means is that it needed to carry out proportionate checks to be able to understand whether any lending was sustainable for Ms M before providing it.

Our website sets out what we typically think about when deciding whether a lender's checks were proportionate. Generally, we think it's reasonable for a lender's checks to be less thorough – in terms of how much information it gathers and what it does to verify that information – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower's income was low, the amount lent was high, or the information the lender had – such as a significantly impaired credit history – suggested the lender needed to know more about a prospective borrower's ability to repay.

The Lender says the checks it undertook were fair, reasonable and proportionate.

The Lender has said that it based its decision to lend on the loan application completed by Ms M together with the results of a credit check it undertook with a third party credit reference agency which showed Ms M:

- had a net monthly income of at least £1,358 a month
- had existing debts totalling £4,787
- was paying £162 a month against the above debt total
- would have debts totalling £18,056
- would be paying £214 a month against the above debt total
- would have a disposable income of at least £1,019 a month to meet other non-discretianry expenditure such as living costs
- would have (based on ONS data) substntially less than £1,019 a month in non-discretionary expenditure such as living costs
- owned her own property mortgage free
- wasn't in financial difficulties or under financial stress

I've seen the results of the Lenders credit check and I'm in agreement it shows what It says it shows and which is summarised above.

So, with this in mind, I'm satisfied the checks undertaken were, in all the circumstances, fair, reasonable and proportionate, the decision to lend wasn't irresponsible and Ms M's credit relationship with the Lender wasn't unfair to her on the grounds that the Lender failed to undertake 'the right checks'.

Ms M has been able to provide bank statements for an account she held at the relevant time (with the exception of 21 April 2018 to 20 May 2018). But she has been unable to provide bank statements for any accounts held by Mr Y at the relevant time.

What this means is that even if I wasn't of the view that the Lender's checks were fair, reasonable and proportionate, in the absence of contemporaneous evidence from Ms M showing what Mr Y's financial (and personal) circumstances were in June 2018 and immediately prior – such as bank statements – I can't reasonably conclude that further checks by the Lender would have shown the Credit Agreement was unaffordable for her.

Finally, and for the sake of completeness, I would add that I'm satisfied that it wasn't incorrect for Ms M's employment status to have been recorded as employed for the same reasons as given by the Lender.

I acknowledge that Ms M may have felt weary after a sales process that went on for a long time. But she says little about what was said and/or done by the Supplier during the sales presentation that made her feel as if she had no choice but to purchase Fractional Club membership when she simply didn't want to. She was also given a 14-day cooling off period and she hasn't provided a credible explanation for why she didn't cancel her membership during that time. And with all of that being the case, there is insufficient evidence to demonstrate that Ms M made the decision to purchase Fractional Club membership because her ability to exercise that choice was significantly impaired by pressure from the Supplier.

Overall, therefore, I don't think that Ms M's credit relationship with the Lender was rendered unfair to her under Section 140A for any of the reasons above. But there is another reason, perhaps the main reason, why Ms M says the credit relationship with the Lender was unfair to her. And that's the suggestion that Fractional Club membership was marketed and sold to her 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

A share in the Allocated Property clearly constituted an investment as it offered Ms M the prospect of a financial return – whether or not, like all investments, that was more than what she first put into it. But it's 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 didn't 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 Ms M as an investment in breach of Regulation 14(3), I've to be persuaded that it was more likely than not that the Supplier marketed and/or sold membership to her as an investment, i.e. told her or led her to believe that Fractional Club membership offered her the prospect of a financial gain (i.e., a profit) given the facts and circumstances of *this* complaint.

And 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's 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 Ms M, 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.

But 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 Ms M as an investment in breach of Regulation 14(3).

However, whether or not there was a breach of the relevant prohibition by the Supplier isn't ultimately determinative of the outcome in this complaint for reasons I will come on to shortly. And with that being the case, it isn't necessary to make a formal finding on that particular issue for the purposes of this decision.

Would the credit relationship between the Lender and Ms M have been rendered unfair to her 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 (if there was one) had on the fairness of the credit relationship between Ms M and the Lender under the Credit Agreement and related Purchase Agreement, as the case law on Section 140A makes it clear that regulatory breaches don't 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'm to conclude that a breach of Regulation 14(3) led to a credit relationship between Ms M and the Lender that was unfair to her and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led her 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 wasn't an important and motivating factor when Ms M decided to go ahead with her purchase.

I accept that on the submitted complaint from Ms M mentions the word "investment", saying:

"Extreme pressure to purchase – but it's not an investment and in no way worked for us as a family. Key info omitted – like it's an 'in perpetuity' contract."

It's unclear from this what specifically was said, what was meant by the word "investment" if it was said, or of what Ms M understood it to mean in this context. In my view, this is simply not enough to go on – it falls a long way short of demonstrating that the Supplier breached the relevant regulations and that this had a material impact on Ms M's purchasing decision.

So in conclusion there's simply insufficient evidence for me to find the credit relationship between Ms M and the Lender was rendered unfair to her by any breach by the Supplier of Regulation 14(3). Based on the evidence available, I think Ms M would likely have gone ahead with her purchase regardless.

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

Ms M says that she wasn't given sufficient information at the Time of Sale by the Supplier in order to make an informed choice.

It isn't clear what information Ms M thinks the Supplier failed to provide at the Time of Sale. But as I've already indicated, the case law on Section 140A makes it clear that it doesn't 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.

So, while I acknowledge that it's also possible that the Supplier didn't give Ms M sufficient information, in good time, in order to satisfy the requirements of Regulation 12 of the Timeshare Regulations (which was concerned with the provision of 'key information'), even if that was the case, Ms M hasn't persuaded me that she was deprived of information that would have led her to make a different purchasing decision at the Time of Sale. And with that being the case, even if there were information failings (which I make no formal finding on), I can't see why they led to an unfair credit relationship as a result.

Although not raised by Ms M specifically, the PR under cover of the complaint form, said 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.

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 didn't 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, isn't 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 Ms M in arguing that her credit relationship with the Lender was unfair to her for reasons relating to commission given the facts and circumstances of this complaint.

As the Supreme Court said in paragraph 326 of its judgment in *Hopcraft, Johnson and Wrench,* it isn't possible to simply apply the reasoning of the Supreme Court in *Plevin v Paragon Personal Finance Ltd* [2014] UKSC 61 ('*Plevin*') to this complaint when it's concerned with a product and marketplace that were very different to those in *Plevin*. What's more, Ms M was provided with information as to the price of Fractional Club membership and the cost of the Credit Agreement (interest rate, fees, APR and monthly repayments). So, she was at least in a position from which she could understand the cost of the Credit Agreement and compare it with other options that might have been available at the Time of Sale.

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 Ms M, 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 Ms M 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 don't 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's 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 Ms M.

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 Ms M entered into wasn't high. At £679.56, it was only 4% of the amount borrowed and even less than that (3.71%) as a proportion of the charge for credit. So, had she 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 she either wouldn't have understood that or would have otherwise questioned the size of the payment at that time. After all, Ms M wanted Fractional Club membership and had no obvious means of her own to pay for it. And at such a low level, the impact of commission on the cost of the credit she needed for a timeshare she wanted doesn't strike me as disproportionate. So, I think she would still have taken out the loan to fund her 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 Ms M but as the supplier of contractual rights she 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 her 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 Ms M.

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 Ms M and the Lender under the Credit Agreement and related Purchase Agreement was unfair to her. 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 Ms M's credit relationship with the Lender wasn't unfair to her 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 Ms M'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 Ms M (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 Ms M 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 her. 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 she would still have taken out the loan to fund her purchase at the Time of Sale had there been more adequate disclosure of the commission arrangements that applied at that time.

In conclusion, given the facts and circumstances of this complaint, I didn't think that the Lender was liable to Ms M, under Section 75 of the CCA, and I wasn't persuaded that the Lender was party to a credit relationship with her under the Credit Agreement and related Purchase Agreement that was unfair to her 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 her.

Both parties responded to my provisional findings to say they had nothing further to add.

Having received the relevant responses from both parties, I'm now finalising my decision.

The legal and regulatory context

In considering what's fair and reasonable in all the circumstances of the complaint, I'm 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 isn't necessary to set out that context in detail here. But I would add that the following regulatory rules/guidance are also relevant:

<u>The Consumer Credit Sourcebook ('CONC') – Found in the Financial Conduct Authority's (the 'FCA') Handbook of Rules and Guidance</u>

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.

As both parties have confirmed they have nothing to add to my provisional findings I can confirm I see no reason to depart from them and I now confirm them as final.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 18 May 2026.

Peter Cook
Ombudsman