DRN-6294273

The complaint

Mrs G's complaint is, in essence, that Shawbrook Bank Limited (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 a claim under Section 75 of the CCA.

What happened

Mrs G was a member of a timeshare provider (the 'Supplier') – having purchased a number of products from it over a number of years. But the product at the centre of this complaint is her purchase of a membership of a timeshare that I'll call the 'Fractional Club' – which she bought on 26 May 2015 (the 'Time of Sale'). She entered into an agreement with the Supplier to buy 2200 fractional points at a cost of £37,385 (the 'Purchase Agreement').

Fractional Club membership was asset backed – which meant it gave Mrs G 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 her membership term ends.

Mrs G paid for her Fractional Club membership by taking finance of £10,475 from the Lender (the 'Credit Agreement') having received a trade in value for their previous fractional timeshare towards this purchase from the Supplier (£26,910).

Mrs G – using her original professional representative (the 'PR') – wrote to the Lender on 22 August 2017 (the 'Letter of Complaint') to raise a number of different concerns. As those concerns haven't changed since they were first raised, and as both sides are familiar with them, it isn't necessary to repeat them in detail theme beyond the summary above. (Mrs G changed PR whilst her complaint has been with this service).

The Lender dealt with Mrs G's concerns as a complaint and rejected it on every ground (dated 22 November 2017).

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.

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

I issued my provisional findings to the parties on 16 January 2026. In my provisional decision, I said (in smaller font and italics for clarity):

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. And having done that, I do not 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 all of them.

It was said in the Letter of Complaint that Fractional Club membership had been misrepresented by the Supplier at the Time of Sale because Mrs G were:

1. *Told that they had purchased an investment that would considerably appreciate in value.*
2. *Promised a considerable return on their investment because they were told that they would own a share in a property that would considerably increase in value.*
3. *That the membership had a guaranteed end date when that wasn't true.*

However, neither points one nor two strike me as misrepresentations even if such representations had been made by the Supplier (which I make no formal finding on). Telling prospective members that they were investing their money because they were buying a fraction or share of one of the Supplier's properties was not untrue. And even if the Supplier's sales representatives went further and suggested that the share in question would increase in value, perhaps considerably so, that sounds like nothing more than a honestly held opinion as their isn't any accompanying evidence to persuade me that the relevant sales representative(s) said something that, while an opinion, amounted to a statement of fact that they did not hold or could not have reasonably held.

Neither the PR nor Mrs G have set out in any detail what words and/or phrases where allegedly used by the Supplier to misrepresent Fractional Club for the reason given in point three. However, the PR says/implies that such representations were untrue because the Allocated Property was legally owned by a trustee and there was no indication of what duty of care it had to actively market and sell the property. Further, there is no guarantee that any sale will result at all, leaving prospective members to pay their annual management charge for an indefinite and unspecified period.

However, I cannot see why any such phrases would have been untrue at the Time of Sale even if it were said. It seems to me to reflect the main thrust of the contract Mrs G entered into. And while, under the relevant Fractional Club Rules, the sale of the Allocated Property could be postponed for up to two years by the 'Vendor', longer than that if there were problems selling and the 'Owners' agreed, or for an otherwise specified period provided there was unanimous agreement in writing from the Owners, that does not render the representation above untrue. So, I am not persuaded that the representation above constituted a false statement of fact even if it was made.

Mrs G alleges that she was misled in that she was told the only way out of her non-fractional timeshare was purchasing the fractional membership purchased here. However the purchase in question here was a trade-in but of a previous type of fractional membership for a new distinct type of fractional membership with different benefits. It's also worth noting that prior to this purchase she'd (along with her husband) made three earlier fractional purchases (funded by means other than the Lender here). So I'm not persuaded by this argument regarding this purchase.

So, while I recognise that Mrs G - and the PR - have 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 acted unreasonably or unfairly when it dealt with this particular Section 75 claim.

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

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

Mrs G says that she could not holiday where and when she wanted to – which, on my reading of the complaint, suggests that she considers 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 signed by Mrs G states that the availability of holidays was/is subject to demand. It should also be remembered that with this purchase Mrs G had guaranteed access to the allocated property at the appropriate times. I accept that she may not have been able to take certain holidays from previous memberships. Albeit acknowledging that during that time she took more than nineteen holidays which doesn't indicate substantial difficulties in making bookings. But I have not seen enough to persuade me that the Supplier had breached the terms of the Purchase Agreement in this sale.

Mrs G also says that the Supplier breached the Purchase Agreement because there is no guarantee that she will receive her share of the net sale proceeds of the Allocated Property. I understand that she is saying that they fear that, when the time comes for the Allocated Property to be sold, she will not receive their share of the sales proceeds. However, it would seem that any breach of contract (if that occurs) lies in the future and is currently uncertain. And in the event that Mrs G has exited from her membership prior to the end of its term then this argument falls away in any event.

So, from the evidence I have seen, I do not think the Lender is liable to pay Mrs 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 by not redressing any such claim.

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 Mrs G 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 in relation to Fractional Club membership, 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, when relevant*
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 Mrs G and the Lender given them circumstances at the Time of Sale.

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

Mrs G's complaint about the Lender being party to an unfair credit relationship was made for several reasons.

The PR says, for instance, that the right checks weren't carried out before the Lender lent to Mrs G. I haven't seen anything to persuade me that was the case in this complaint given its circumstances. And I can see from the application form Mrs G completed for the credit, her significant income and having no mortgage costs to pay. 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 Mrs G was actually unaffordable before then also concluding that she lost out as a result and then consider whether the credit relationship with the Lender was unfair to her for this reason. But from the information provided, I am not satisfied that the lending was unaffordable for Mrs G.

Mrs G says that she was pressured by the Supplier into purchasing Fractional Club membership at the Time of Sale. I acknowledge that she 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 her sales presentation that made her feel as if she had no choice but to purchase Fractional Club membership when she simply did not want to. I should note here that she refers to being pressured into all nine purchases she made over an approximately ten-year period. Bearing in mind that if this were true and she truly didn't have a real choice but to make these purchases I cannot understand why she would keep returning to the Supplier's locations and attending such meetings. I also note that in her undated statement and her email of February 2025 she gives no description of the purchase in question here.

she was also given a 14-day cooling off period and she has not provided a credible explanation for why she did not cancel her membership during that time. And with all of that being the case, there is insufficient evidence to demonstrate that Mrs G 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 Mrs G 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 the PR 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

The Lender does not dispute, and I am satisfied, that Mrs G'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 says that the Supplier did exactly that at the Time of Sale – saying, in summary, that Mrs G 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 Mrs G 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.

In other words, the Timeshare Regulations did not 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 Mrs G 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 them as an investment, i.e. told them or led them to believe that Fractional Club membership offered them 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 Mrs G, 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 Mrs G 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 Mrs G have been rendered unfair to them 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 Mrs G 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 Mrs G and the Lender that was unfair to them and warranted relief as a result, whether the Supplier's breach of Regulation 14(3) led them 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 was not an important and motivating factor when Mrs G decided to go ahead with this purchase.

I've considered the representations Mrs G has made through her original PR and latterly with her current PR. I can see a letter from her original PR to Mrs G dated 31 January 2017 which asks her for a response to a number of questions about her dealings with the supplier, including asking her which purchases she thinks were misrepresented to her (question eight). It is of note that Mrs G in her response to question eight gives a long and detailed answer about other purchases but not the purchase in question here. In fact she gives no description of this purchase (May 2015) in this questionnaire, nor her email dated February 2025 (which is sometime after Mrs G appointed her current PR to represent her). I also note that in the actual letter of claim (dated August 2017) to the Lender by Mrs G's original PR there is no mention of investment at all, nor of this membership being sold to Mrs G as an investment. And bearing in mind the date of sale and the date of the letter of claim and the input of a PR I think it's fair to consider that a fair representation of Mrs G's concerns at that time.

The PR points to the age of Mrs G in their arguments and suggests that this must mean the May 2015 purchase was made due to the Supplier breaching 14.3 and this motivating Mrs G into her purchase. The PR erroneously refers to testimony Mrs G has given regarding a previous sale in his argument about this sale. However this purchase was clearly of a different type of membership to previous memberships and had different benefits to those that had gone before. This included the guarantee of access to the allocated property chosen for the time period chosen which Mrs G simply had not had previously. Mrs G has argued about the availability of her previous memberships so I can see this guarantee being a valuable benefit to her. And as I've noted in Mrs G's extensive comments on the whole matter, she doesn't complain about this purchase specifically.

Mrs G's current PR has made a large number of arguments here, but one of the key arguments the PR makes (a breach of 14.3 in May 2015 and that breach being a motivation to purchase) is simply not supported by either the original letter of claim, Mrs G's responses to the original PR's questions or the email of February 2025. So although I've considered them all carefully, I'm not persuaded I can give them significant weight in my decision making.

That doesn't mean she wasn't interested in a share in the Allocated Property. After all, that wouldn't be surprising given the nature of the product at the centre of this complaint. But as Mrs G herself doesn't persuade me that her purchase was motivated by the 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 Mrs G 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 Mrs G'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). On the contrary, I think the evidence suggests she would have pressed ahead with her purchase whether or not there had been a breach of Regulation 14(3). And for that reason, I do not think the credit relationship between Mrs G and the Lender was unfair to her even if the Supplier had breached Regulation 14(3).

Did the commission arrangements render the credit relationship unfair?

My reading of the Supreme Court's judgment in Hopcraft, Johnson and Wrench is that it sets out principles which can apply to credit brokers other than car dealer–credit brokers. So I've taken into account those principles when considering the allegations of undisclosed payments of commission in this complaint.

In Hopcraft, Johnson and Wrench the Supreme Court ruled that, in each of the three cases, 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 did not 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, is not 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:

- *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"[1];*
- *The failure to disclose the commission; and*
- *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:

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[1] *Hopcraft, Johnson and Wrench* (para 327).

- *The size of the commission as a proportion of the charge for credit;*
- *The way in which commission is calculated (a discretionary commission arrangement, for example, may lead to higher interest rates);*
- *The characteristics of the consumer;*
- *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*
- *Compliance with the regulatory rules.*

After careful consideration, I don't think Hopcraft, Johnson and Wrench assists Mrs G in arguing that their credit relationship with the Lender was unfair to them for reasons relating to commission, given the facts and circumstances of this complaint.

I haven't seen anything to suggest the Lender and Supplier were tied to one another contractually or commercially in a way that wasn't properly disclosed to Mrs G. Nor have I seen anything that persuades me that the commission arrangements between them gave the Supplier a choice over the interest rate that led Mrs G into a credit agreement that cost disproportionately more than it otherwise could have.

I recognise that it's possible 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 noted in my provisional decision, case law on section 140A makes clear that regulatory breaches do not automatically lead to an unfair credit relationship, and that such breaches and any consequences must be considered in the round rather than in a narrow or technical way.

With that being the case, even if the Lender and the Supplier failed to follow the relevant regulatory guidance at the Time of Sale, I'm not minded to think any such failure is itself a reason to find the credit relationship in question unfair to Mrs G. I say this for the following reasons.

What's more, in stark contrast to the facts of Mr Johnson's case, as I understand it, the Lender didn't pay the Supplier any commission at the Time of Sale. And with that being the case, even if there were information failings at that time and regulatory failings as a result (which I make no formal finding on), 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 Mrs G.

So, given all of the factors I've looked at and having taken all of them into account, I'm not persuaded that the credit relationship between Mrs G 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.

I didn't find any of the arguments put forward demonstrated that the credit agreement between Mrs G and the Lender was unfair to her under section 140A of the CCA. Absent of any other reason why it would be fair or reasonable to direct the Lender to compensate Mrs G, I said I didn't propose to uphold the complaint.

Responses to my provisional findings

The Lender accepted my provisional decision. The PR didn't accept the proposed outcome. It made further submissions in support of Mrs G's position. Having received and reviewed these, I'm now proceeding with my final 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 noting the aspects relating to payment of commission, the following regulatory rules/guidance[2] are also relevant:

- The Consumer Credit Sourcebook ("CONC")[3] content at the material time, notably CONC 3.7.3R, CONC 4.5.3R, and CONC 4.5.2G.
- Principles 6,7, and 8 of the FCA's Principles for Businesses ("PRIN")[4].

CONC provisions sit alongside firms' wider obligations such as those in PRIN.

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.

After considering the case afresh and having regard for what's been said in response to my provisional decision, I find it offers no persuasive reason to depart from the conclusions I've previously set out. I'll explain why by dealing with the PR's key arguments as I see them and in order (from their representations received 19 January 2026).

The PR has said that Mrs G already had significant holiday benefits and says my finding that the 2015 purchase was motivated by holidays is therefore irrational. This is far from persuasive and I can only repeat what I said on the matter (with the key element underlined) which I note the PR has chosen not to comment with any real conviction to my mind:

"The PR points to the age of Mrs G in their arguments and suggests that this must mean the May 2015 purchase was made due to the Supplier breaching 14.3 and this motivating Mrs G into her purchase. The PR erroneously refers to testimony Mrs G has given regarding a previous sale in his argument about this sale. However this purchase was clearly of a different type of membership to previous memberships and had different benefits to those that had gone before. This included the guarantee of access to the allocated property chosen for the time period chosen which Mrs G simply had not had previously. Mrs G has argued about the availability of her previous memberships so I can see this guarantee being a valuable benefit to her. And as I've noted in Mrs G's extensive comments on the whole matter, she doesn't complain about this purchase specifically."

The PR quotes what I've said regarding it the membership being an investment as "not being untrue" and then says I'm applying the wrong test, despite the fact that where I said that was under the heading regarding Section 75 and was with regard to misrepresentation. And despite the fact that I then describe my position with regard to 14.3 separately (for obvious reasons), under its own heading and at length. To my mind this argument has no merit.

The PR says I've made an error with regard to finding I made regarding that it was "*equally possible that Fractional Club membership was marketed and sold to Mrs G as an investment in breach of Regulation 14(3."* But then doesn't give any persuasive argument about what I went on to say which was that this issue wasn't ultimately determinative because whether any such *"breach of Regulation 14(3) led them to enter into the Purchase Agreement and the Credit Agreement is an important consideration."* And as I wasn't persuaded that any

[2] "R" denotes a rule; "G" denotes guidance
[3] The relevant rules, guidance and principles can be found in the Financial Conduct Authority ("FCA") Handbook, available on its website.
[4] Ibid.

such breach motivated Mrs G into the purchase for the reasons given I don't think this argument is reason for me to deviate from the reasoning already provided in my provisional decision.

The PR points to other cases this service has issued on similar but not identical cases to Mrs G. As it makes clear in its argument it is aware that we treat cases on their individual merits so I see little to be gained by repeating that.

The PR makes a number of other comments which I've considered carefully and I find they offer no persuasive reason to depart from the conclusions I've previously set out with regard to Mrs G's case specifically.

Conclusion

After careful reconsideration of the facts and circumstances of this complaint, I adopt my provisional conclusions as part of my final decision. For the reasons I've given above I don't think the Lender acted unfairly or unreasonably when it dealt with Mrs G's section 75 claim. And I'm not persuaded that the Lender was party to a credit relationship with Mrs G that was unfair to her for the purposes of section 140A of the CCA. Having taken everything into account, I see no other reason why it would be fair or reasonable for me to direct the Lender to compensate Mrs G.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 13 May 2026.

Rod Glyn-Thomas
Ombudsman