

The complaint

Miss N's complained that Wilson Tarquin Limited ("WTL") have pursued her for a success fee relating to a claim for mis-sold payment protection insurance (PPI) – even though she'd cancelled the agreement within the 14 day cooling off period.

What happened

In summer 2019, Miss N contacted WTL via a social media site. She signed a letter of engagement and a letter of authority, allowing WTL to contact a lender I'll call L to see if she could make a claim.

The terms and conditions of the agreement Miss N signed included a 14 day cooling off period, during which she could cancel without any fee being payable. Miss N says she phoned WTL within this period and told them she wanted to cancel.

In 2021, Miss N received an invoice from WTL for a success fee of £984.19. The fee related to an offer from L of a refund of £4,100.78. Miss N didn't believe she owed WTL anything. So she made a complaint about the fee. And she said she'd not received a payment from L.

WTL investigated and wrote to Miss N with their findings. They said there was no record of Miss N contacting them to cancel within the 14 day cooling off period. And they said that she completed a PPI questionnaire to support her claim several weeks after signing the letter of engagement – which WTL didn't think she would have done if she'd already cancelled the agreement.

And WTL said that their records showed Miss N had received a payment from L at the end of 2019. There had been a delay in sending her an invoice for their services because L had had backlogs due to the PPI deadline and then the Covid-19 pandemic – which had meant a delay in notifications of payments being sent to claims management companies (CMC) like WTL.

In respect of not receiving the money from L, WTL provided details so Miss N could follow this up with L and either confirm she'd had payment, or have it re-issued.

Miss N wasn't satisfied with WTL's response and brought her complaint to us. Our investigator considered it and concluded WTL didn't need to do anything more to resolve it. She balanced the testimony from both parties and was persuaded that Miss N hadn't cancelled the agreement with WTL – so they were entitled to their fee.

In response to the investigator's view, Miss N said the fee she'd been charged was calculated on the refund before tax was deducted. She thought that was wrong. And she said she'd contacted a second CMC after she'd cancelled with WTL. And that she' received her refund because she'd contacted the bank herself.

Because Miss N didn't agree with our investigator's view, I've been asked to make a decision

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.

Having done that, I'm not upholding Miss N's complaint. I'll explain why.

I've looked at the terms and conditions Miss N agreed to. It states she can cancel the agreement at any time by notifying WTL. And it goes on to say:

- "B. If you cancel your claim(s) within the 14 day Cooling Off Period you will owe WT nothing.*
- C. If you cancel your Claim(s) at any time after the presubmission and WT have been notified that an offer of reasonable Compensation is due to you, you will be liable to pay WT's Success Fee."*

I've looked at the evidence to see if it shows whether – and when – Miss N cancelled the agreement with WTL. She says she did so by phone, within the 14 day cooling off period. But she's not been able to provide any information to support that statement. And WTL have no record of Miss N contacting them at this time.

I've thought about this. I can see that, after Miss N signed the agreement, WTL started preparing her claim. To support this, they asked her to complete a questionnaire – which she did. I don't think Miss N would have done this if she'd cancelled the agreement just a few weeks earlier. So, on balance, I don't think she did.

I've looked carefully at the information Miss N sent to the investigator in response to their view. She's provided a number of screenshots from another CMC about a claim to L. But that doesn't prove she cancelled the agreement with WTL.

And I saw Miss N said she'd contacted L directly. So I asked for enquiries to be made with L to see if they could confirm who they dealt with about Miss N's claim.

L's response says:

"Our records show that the PPI complaint was logged following a submission to our "PPI Checker" tool by Wilson Tarquin on 22/07/2019.

....

Furthermore, there's no record anywhere of the customer having revoked this authority at any point during the complaint journey."

I'm satisfied from this that it was WTL's work which led to a refund being made to Miss N. That means they're entitled to their fee, in line with the terms and conditions she signed. And that they don't need to do any more to resolve Miss N's complaint.

My final decision

For the reasons I've explained, I'm not upholding Miss N's complaint about Wilson Tarquin Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 25 May 2022.

Helen Stacey
Ombudsman