

The complaint

Mr C complains about Wilson Tarquin Limited (WTL) and the fees they have charged that related to a successful claim for mis-sold Payment Protection Insurance (PPI).

What happened

Mr C received a PPI refund of almost £3,000 from Lender L in November 2019, following a claim for mis-sold PPI. Mr C says he dealt with Lender L directly during the claim process, and it was his work that led to the refund he received.

But after Mr C had received the refund, he received an invoice for £895.60 from WTL. Mr C was unhappy about this, so he raised a complaint.

Mr C was unhappy with the invoice WTL had issued, and the way they had chased him for payment. He explained he hadn't instructed WTL and had pursued the successful claim with Lender L directly. So, he wanted WTL to waive the invoice and cease any further contact.

WTL responded and didn't agree. They thought Mr C had instructed them to pursue the claim on his behalf through a social media website in August 2019. And they provided the personal information that was included in this instruction. So, they thought they had authority to pursue the claim. And, as the claim had been successful and Lender L had informed them of this, they thought they were fair to charge their fee. So, they didn't offer to do anything more and explained the invoice remained payable. Mr C remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and upheld it. They recognised Mr C disputed the signature on the documents he was sent by WTL. But they explained we're unable to comment on the validity of a signature. Despite this, they explained they had received no evidence from WTL to show they had authority to pursue the claim or that they had submitted a claim to Lender L on Mr C's behalf. So, without this evidence, our investigator didn't think they could be satisfied that WTL's decision to issue Mr C with an invoice for their fee was fair. So, our investigator recommended that WTL cancel the outstanding invoice, cease any further collection activity, and pay Mr C £100 to compensate him for the upset he'd been caused.

Mr C accepted this view. But WTL didn't respond. And while our investigator chased WTL for a response, it became apparent that liquidators had been appointed. Our investigator sent their view enclosing their recommendation to the liquidators acting on WTL's behalf. No response was received and because of this, the complaint has been passed to me for 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 so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

It's important to note that WTL, or the liquidators appointed to act on their behalf, have failed to provide any evidence despite several requests. Because of this, I've reached my decision based solely on the information available to me, making reasonable assumptions on what I think is most likely to have happened.

Mr C has said he pursued the claim with Lender L directly. And I've seen Lender L sent their final decision letter detailing his PPI refund to him directly, with no reference of WTL within the correspondence I've seen. So, I'm satisfied Mr C had direct communication with Lender L.

But I do recognise lenders such as Lender L can contact a customer directly, even if a customer has instructed a company such as WTL to act on their behalf. In WTL's final response to Mr C's complaint, they say they also received a copy of this letter. And they stated Mr C did authorise them to pursue the claim via a social media website, providing personal information of Mr C's.

I don't dispute this information correlates with the information we hold for Mr C on the system. So, I think WTL did have Mr C's information on file and I can appreciate why they would use this to justify the fee they have invoiced Mr C for. But, crucially, I don't think this information is enough to satisfy me WTL did have authority to act for Mr C. Or, that the work they completed led to the refund he received.

For me to be satisfied of this, I'd need to see a copy of the Letter of Authority Mr C signed. And I'd need to see a copy of the claim WTL submitted, as well as correspondence from Lender L confirming the claim had been upheld due to this submission.

WTL have failed to provide our service with any of this information. So, without this, I've relied on the Mr C's testimony, and the copy of the final decision letter Lender L sent to him directly.

And having done so, I think it's reasonable for me to assume that Mr C did pursue the claim with Lender L directly. And this is why he has disputed the invoice he's received from WTL. As I'm unable to say WTL had authority over Mr C's claim, or submitted it to Lender L on his behalf, I don't think they have acted fairly when invoicing Mr C for a fee that relates directly to this claim. As I don't think WTL have acted fairly, I've then thought about what I think WTL should do to put things right.

Putting things right

Any director or award I make is intended to place Mr C back in the position he would've been in, had WTL acted fairly in the first instance.

In this situation, had WTL acted fairly, they wouldn't have invoiced Mr C for their fee. So, I think this fee should be waived and no further collection activity undertaken.

And had WTL not issued an invoice, Mr C wouldn't have felt the upset and shock I think he would've when he received the invoice. Nor would he have been inconvenienced by WTL's chasing for payment, which ultimately led to him raising a complaint to both WTL and our service. So, I think WTL should pay Mr C £100 to compensate him for the upset he's been caused.

My final decision

For the reasons outlined above, I uphold Mr C's complaint about Wilson Tarquin Limited and direct them to take the following action:

- Waive Mr C's outstanding fee and cease any further collection activity; and
- Pay Mr C £100 to compensate him for the upset he's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 July 2022.

Josh Haskey
Ombudsman