

## **The complaint**

Miss S, through a representative (Mr S) complains that Morses Club PLC (Morses) agent couldn't locate her address, and despite knowing Miss S was vulnerable she left her address to direct the agent to the property.

In addition, Mr S – who was to be a witness to the loan application process – said the agent was unprofessional and unhelpful with her dealings with Miss S and Mr S.

## **What happened**

On 6 October 2022 Miss S was due to be visited by a Morses' agent in order to go through a loan application. At this time, Morses knew that Miss S was a vulnerable customer and so as part of the application a witness was requested to be there – Mr S.

Morses said the agent was struggling to identify Miss S's property and so the agent called Miss S to let her know that she was running late. Morses says, Miss S offered to walk along the road to sign post the agent to her property. Morses' agent says Miss S left her property and directed her where to park before entering the property.

Mr S then arrived at the property – to be the witness to the loan and he has said that the agent was unprofessional – because they didn't introduce themselves and was unhelpful because they didn't explain when the first loan repayment was due.

Mr S initially spoke to Morses on the phone about this matter on 11 October 2022 before following this with a letter of complaint on 13 October 2022. On 1 November Mr S also raised this matter with the police.

Morses issued its final response on this matter – to Mr S through email on 6 December 2022. It didn't uphold Miss S's complaint because it concluded that while Miss S had left her property, but it didn't consider it had done anything wrong.

Unhappy with this response, Mr S referred the complaint to the Financial Ombudsman.

The case was considered by an adjudicator who didn't uphold it. She did agree that Morses ought to not have allowed Miss S to leave her property because it knew she was vulnerable but as there was no financial loss or harm caused to Miss S then no award was made.

And with regard to the agent's conduct – Mr S arrived after the agent and so the adjudicator didn't have enough to say that the agent was rude. Finally, she acknowledged what Mr S says about the agent's conduct towards him, but as he isn't an eligible complainant the adjudicator couldn't make an award to him.

Overall, the adjudicator didn't recommend any award be paid.

Morses didn't respond to or acknowledge the adjudicator's assessment.

Mr S was unhappy with the outcome, but he didn't provide any further comments or evidence for consideration. As no agreement could be reached the case has been passed to an ombudsman for a final 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.

Mr S, as part of his submissions has said that he wants the affordability of Miss S's loans assessed as part of this complaint. However, this complaint is connected to the events that have been described above and which formed part of his complaint letter to Morses dated 13 October 2022. Unaffordable lending wasn't mentioned in this letter, and therefore will not form part of the complaint.

I can see the adjudicator emailed Mr S on 18 May 2023 to give him an update on what needs to be done to progress any unaffordable lending complaint as well as letting him know the limitations of any future investigation due to a Scheme of Arrangement.

### **Miss S leaving the property**

There is a difference of opinion about what actually happened that led to Miss S leaving the property. Mr S says the agent asked Miss S to leave the property whereas, the agent says that after she couldn't locate the property, Miss S offered to help which led her to leave the property.

But what is agreed upon, is that Miss S did leave her property, she located the agent and then directed her back to the property. Morses was already on notice that Miss S was vulnerable because it had asked for a witness to be present during the loan process.

So, whether Miss S offered help or not, isn't really the point. Morses knew she was vulnerable and so shouldn't have either asked her to leave the property or have accepted any help that she offered. So, like the adjudicator I am satisfied that Morses needed to have been more mindful of Miss S' vulnerability at this time and not asked or endorsed her leaving the property.

However, there isn't a financial loss, and as the adjudicator explained, thankfully, on this occasion no harm came to Miss S. On this occasion, however, I am not awarding any compensation.

### **The agent's conduct**

Mr S has explained in the complaint letter, why he felt the agent was rude and unprofessional. I must start by echoing what the adjudicator said. Whether the agent was rude or did or didn't introduce themselves to Mr S doesn't change the fact that he isn't for the purposes of this complaint an eligible complainant. And so, even if I were to conclude that the agent acted in an unprofessional manner towards him – I wouldn't be able to recommend any compensation be paid to him.

I've also had to consider that Mr S appears to have arrived at the property after Miss S had met the agent. And in this case, I've not seen enough to say that the agent was rude or unprofessional before then.

The agent has provided some testimony around the repayment date for this loan, there does appear, given what she has said, that there was a discussion about the payment date being

a Tuesday or a Thursday. This could've have led to either some confusion and / or it not being clear when the first payment for this loan was due – I can't be sure. But if there was any confusion, there was ample opportunity for either Miss S or Mr S to have asked for this information to be confirmed. In any event, I don't think this would be enough to warrant a payment of compensation.

Overall, having thought about all of the evidence that has been provided to me, I'm not upholding the complaint. I appreciate Miss S and Mr S will be disappointed by the outcome.

### **My final decision**

For the reasons I've explained above, I'm not upholding Miss S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 14 July 2023.

Robert Walker  
**Ombudsman**