

The complaint

Mr M's complained that Gladstone Brookes Limited ("GBL") failed to contact two lenders in relation to mis-sold payment protection insurance (PPI) – so he lost the opportunity to make a claim. And, in relation to a successful claim, Mr M says GBL forged his signature on letters of authority.

What happened

Mr M contacted GBL in March 2019 for support in finding out whether he'd been mis-sold PPI. He identified four possible lenders – three of whom are referred to in this decision. I'll call these L1, L2 and L3.

GBL sent Mr M letters of authority for him to sign. Mr M didn't return any documentation until just before the PPI deadline of 29 August 2019. GBL said that, at this point, they only received a letter of authority for L1 – not L2 or L3.

GBL submitted a claim to L1 on Mr M's behalf. The claim was successful and L1 and Mr M received a refund of £7,681.31, before tax. GBL sent Mr M a letter confirming L1's offer and sending their invoice for £1,843.51.

Mr M later complained to GBL that they'd forged his signature on the letter of authority to L1 and they'd not submitted claims to L2 and L3 for him. GBL responded that they would not under any circumstances forge a client's signature and it was likely Mr M's signature looked different because the form was signed online. They said the signature had been accepted by L1 and Mr M had continued to deal with them on the claim – which had been successful.

And GBL said they'd not received any letters of authority from Mr M for L2 or L3 – so they couldn't make a claim.

Mr M wasn't satisfied with GBL's response and brought his complaint to us. During the course of our investigation, Mr M sent GBL more information which led them to review their previous responses to his complaint. They found they had received authorities to contact L2 and L3 – but at this point they no longer dealt with those lenders.

GBL said they hadn't told Mr M this. To recognise this mistake, they offered him £250.

Our investigator considered Mr M's complaint and thought £250 was a fair offer. He explained he couldn't decide whether or not Mr M's claims would have been successful. But Mr M should be compensated for losing the chance to pursue them.

The investigator also considered Mr M's complaint that GBL had forged his signature on the letter of authority for the claim to L1. He noted the signature was electronic. And Mr M confirmed he'd instructed GBL. So he concluded they had Mr M's consent to make the claim.

Mr M didn't agree with our investigator's view. So 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 upholding Mr M's complaint. But I'm not asking GBL to do more than they've already offered to do. I'll explain why.

Complaint about L1 claim

Mr M responded to our investigator's view because he says they didn't provide a service. I've thought about that – but I don't think that's the right way to look at the fee charged.

GBL's terms and conditions make it clear their fee is payable in the event of a successful claim. Mr M's claim was successful, and he received a payment from L1 of £7,681.31, less tax. So, on that basis, GBL are entitled to their fee.

I understand Mr M says he didn't sign the form. I can't say whether the signature on it is forged. But an e-signature is not always identical to a "wet" signature – so I'm not persuaded that any differences necessarily mean it's not Mr M's.

And I am persuaded that Mr M did instruct GBL. He confirmed this to our investigator and liaised with GBL during the claim. I can see that GBL have reduced their fee as a gesture of goodwill. But it wouldn't be fair for me to say they should receive any less than that reduced fee.

Complaint about L2 and L3 claims

I can see GBL have accepted they should have told Mr M they'd stopped dealing with claims to L2 and L3. I agree they should have. So I've thought about whether the offer they've made is enough to compensate Mr M for their mistake.

Mr M doesn't think it is. He responded to our investigator's view that, based on the refund he received from L1, he'd lost out on thousands of pounds. I understand why he'd come to that conclusion. But I don't think it's right.

There was no guarantee that everyone who made a claim received a PPI refund. Refunds were only made when the lenders involved established the PPI had been mis-sold. And each lender had to consider its own claims. So L1's decision doesn't persuade me that L2 and/or L3 would have given him a refund too.

Without that, I can't be sufficiently certain Mr M has lost out on what he believes he has – or on anything at all. Nor is any conclusive calculation of what he might be owed been done. In the circumstances, it wouldn't be fair for me to say GBL should pay Mr M what he might have recovered from L2 and L3.

So I'm only looking at what Mr M lost. That was the opportunity to make a claim. I think £250 is a reasonable amount for GBL to pay him to compensate for that loss of opportunity – and that's what I'm going to ask them to pay. But I don't think they need to do more than that.

My final decision

For the reasons I've explained, I'm upholding Mr M's complaint and directing Gladstone Brookes Limited to pay him £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or

reject my decision before 7 April 2022.

Helen Stacey
Ombudsman