

## **The complaint**

Miss W's complained that Symmetric Systems Ltd (SSL) have invoiced her in respect of a claim to recover mis-sold payment protection insurance (PPI), even though the claim was completed before she instructed them.

## **What happened**

In May 2019, Miss W signed a letter of engagement, allowing SSL to act on her behalf to approach various lenders and claim refunds. She signed various letters of authority, including one permitting SSL to approach a lender I'll call L. SSL sent L a claim letter in August 2019.

In January 2020, L wrote to SSL advising them that Miss W's claim had been raised on her behalf by a different claims management company (CMC). L said their final response was issued in April 2019.

In mid-September, SSL wrote to L chasing a copy of their final response. L replied on 28 September 2020 and told SSL they'd issued their final response on 20 March 2019. But the copy letter they enclosed (which was addressed to the previous CMC) was also dated 28 September 2020.

L's final response confirmed Miss W was due a refund of £5,719.93 before tax. SSL asked Miss W to sign an acceptance form and invoiced her for their fee of £1,372.78. They later added a late payment fee of £75 and claimed a total from Miss W of £1447.78. When Miss W still didn't pay, SSL instructed a recovery agent.

Miss W didn't understand why she owed SSL the fee and asked to be provided with proof of what she owed. She says SSL never replied to her queries. So she brought her complaint to us.

When our investigator asked SSL for their business file, they reviewed the matter and concluded they hadn't addressed Miss W's complaint properly. They offered to reduce their invoice to £1,000 (inclusive of VAT) to resolve it.

Our investigator considered all the information available and concluded SSL needed to do more to resolve the complaint. He was satisfied the correspondence from L showed Miss W's claim had been resolved before she'd instructed SSL. So he thought they should cancel the invoice they'd sent her. And he said SSL should pay Miss W £200 compensation to recognise the distress being chased for the debt had caused her.

Miss W agreed with the investigator's view. But SSL didn't. 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 Miss W's complaint. I'll explain why.

I've looked at the letter of engagement signed by Miss W. It sets out the services SSL will provide, which include:

*"Securing settlement agreements or providing sufficient assistance for you to obtain settlement."*

If they do that, the letter of engagement says SSL can charge a fee equivalent to 20% of the settlement, plus VAT. So I've thought about whether that's what SSL did here.

As mentioned in the previous section, L wrote to SSL telling them Miss W's claim was completed before she instructed them. When SSL requested a copy of L's final response some months later, they received a copy which was dated 28 September 2020. In their comments on the investigator's view, SSL pointed out that was well after Miss W had instructed them.

I agree that's the case. But the covering letter (which is also dated 28 September 2020) states the date of the final response it encloses is 20 March 2019. I'm aware that certain computer systems automatically date copy letters with the date they're generated – even if the original was sent out much earlier. So I asked for enquiries to be made of L to see if that's what happened in this case.

L told us they do use a system which auto-fills "today's" date. And they confirmed the original final response was sent to Miss W on 20 March 2019 – before she instructed SSL.

### **Putting things right**

On the basis I'm satisfied the work done to secure the payment for Miss W wasn't done by SSL, I don't think they're entitled to a fee for it. So I think SSL should cancel both their original invoice for £1,447.78 and their reduced invoice of £1,000. And they should advise any recovery agent pursuing Miss W for payment on their behalf of this.

And I agree with our investigator that SSL should pay Miss W £200 compensation as well. I'm satisfied Miss W tried to find out why SSL were charging her and those requests for information weren't dealt with. It's clear this caused Miss W distress – for which I think she should be compensated.

### **My final decision**

For the reasons I've explained, I'm upholding Miss W's complaint about Symmetric Systems Ltd and directing them to:

- Cancel both the original and reduced invoices relating to Miss W's PPI claim to L;
- Advise any debt recovery agent they've instructed of the cancellation; and
- Pay Miss W £200 compensation for the distress they've caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 22 September 2022.

Helen Stacey  
**Ombudsman**