

## **The complaint**

Mr S complains that We Fight Any Claim Limited (“WFAC”) missed the deadline to submit his complaint for mis-sold Payment Protection Insurance (“PPI”) and they also instructed debt collectors to recover their fees on a separate PPI complaint even though Mr S hadn’t received his compensation.

## **What happened**

The background to this complaint is well known to both parties so I won’t go into much detail. But, to summarise, Mr S instructed WFAC to handle a number of PPI complaints. Mr S then received a letter from a debt collector which referred to an outstanding fee owed to WFAC – which he then paid to the debt collector. Mr S complained as the fee related to a complaint against Lender S in which Mr S hadn’t received any compensation at that point. Mr S also complained that he hadn’t received an update on his complaint against Lender G. WFAC responded and explained they’d made an error and, having contacted Lender S, they were made aware an acceptance slip had never been signed so no payment had been made. They also accepted, due to a system error, they didn’t provide Lender G with all information to enable them to investigate the complaint. WFAC explained the PPI deadline had now passed so they’re unable to pursue the complaint against Lender G. WFAC apologised for the errors and agreed to refund the fee paid by Mr S and to postpone payment until Mr S receives the compensation.

Our investigator looked into things for Mr S. He thought WFAC had made errors and recommended they refund the fee paid together with 8% simple interest, and pay £250 compensation for the loss of opportunity to pursue the complaint against Lender G. WFAC agreed but Mr S disagreed so the matter has come 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’ve decided to uphold the complaint. And, I think the investigator’s recommendation is a fair way to resolve matters.

Firstly, I’ve looked at the service given to Mr S. My role requires me to say how a complaint should be settled quickly and with minimal formality. So, given that WFAC accept they got things wrong, I’ll focus on whether I think the offer is fair and reasonable in the circumstances.

I think it’s right that WFAC should refund the fee paid by Mr S. WFAC accept it wasn’t due at that point and they’d made an error in instructing a debt collector to recover this. Mr S though hasn’t had the benefit of this money from the point it was paid so I think the payment of 8% simple interest on the fee paid will put this right.

There’s no dispute that WFAC didn’t provide the necessary information to enable Lender G to look into Mr S’s complaint. And, given that the deadline to submit PPI complaints has

passed, Mr S has lost his opportunity to pursue this PPI complaint. In these circumstances, I think WFAC should pay compensation to Mr S. This compensation isn't a speculative assessment on what compensation might've followed a successful complaint against Lender G – rather it's to reflect the lost opportunity to Mr S to pursue the complaint to a final outcome. So, for this, WFAC should pay £250 compensation to Mr S.

I can see Mr S has provided a credit agreement which he says proves there was PPI on his account. I am sorry to disappoint Mr S, but my role is to look at the service provided by WFAC and not an assessment of any PPI on his account with Lender G. It was for Lender G to investigate whether PPI was mis-sold and, if so, what compensation is owed. From the information I've seen, that hasn't been determined – and that's why I think it's fair and reasonable in the circumstances for WFAC to pay £250 for the lost opportunity.

### **Putting things right**

I've taken the view that WFAC have made errors so they should refund the fee paid by Mr S together with 8% interest per year simple from the date Mr S paid, until the date WFAC settle this complaint. WFAC can then send an invoice for their fee once Mr S receives his compensation from Lender S. I've taken the view that WFAC haven't taken reasonable steps to progress Mr S's complaint against Lender G and this has led to a lost opportunity for Mr S to pursue this to a final outcome. So, WFAC should pay Mr S compensation of £250. WFAC should provide Mr S with a certificate showing any taxation deducted.

### **My final decision**

My final decision is that I uphold the complaint. We Fight Any Claim Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 October 2022.

Paviter Dhaddy  
**Ombudsman**