

## **The complaint**

Miss M complains that Payment Protection Services Ltd trading as Payment Protection Scotland (PPS ) haven't pursued her mis-sold payment protection insurance (PPI) claim.

## **What happened**

Miss M said she'd instructed PPS to act on her behalf to pursue a mis-sold PPI claim with her lender I'll call "R". Miss M said PPS told her the claim had been accepted. In September 2021, PPS told her that "R" was delaying the outcome and that they didn't have a date for the claim being settled. But reassured Miss M that they were actively pursuing the claim. Miss M said in January 2022 PPS told her to contact "R" herself. Miss M complained to PPS as she said they weren't providing their claims service.

PPS didn't respond to Miss M so she's brought her complaint to us.

PPS didn't respond to our requests for information. Our investigator said PPS hadn't shown they were providing the services Miss M had instructed them to carry out. And hadn't updated her as they should have. He said they should take the necessary action to get Miss M an outcome for her mis-sold PPI claim. He also said they should compensate Miss M £150 for the distress and inconvenience they'd caused.

PPS said they'd found Miss M's claim details but didn't provide any other response to our investigator's outcome. Miss M's complaint has been referred to an ombudsman to decide.

## **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 uphold this complaint. I'll explain why.

It's unfortunate that PPS have only confirmed they'd a claim from Miss M and haven't provided any further information about their involvement with Miss M's mis-sold PPI claim. They haven't provided for example a letter of authority (LoA) signed by Miss M instructing them to act on her behalf, nor any case notes, call recordings or lender responses. Where the evidence is incomplete, inconclusive, or contradictory, I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened or not considering the available evidence and the wider circumstances.

The Financial Conduct Authority (FCA) deemed 29 August 2019 as the deadline for PPI claims to be made. For some lenders the submission of a LoA was accepted as a claim for mis-sold PPI and no further information was needed for them to investigate the mis-sold PPI claim. But for others a formal complaint with supporting information was required. Any claim received after the 29 August 2019 deadline wouldn't have been accepted by the lender(s) unless there were exceptional circumstances for doing so.

Miss M's main dispute is that she'd instructed PPS to pursue a mis-sold PPI claim with her lender, "R". But said despite being told her claim had been accepted she hasn't been told what redress she'd receive or when she'd receive it. And she'd expected PPS in providing their claims service to have looked to get "R" to provide an outcome to her claim.

As PPS haven't responded to our requests for information except to say they'd found Miss M's claim with then. I haven't seen any evidence that shows PPS sent a LoA or a letter of complaint about Miss M having been mis-sold PPI to her lenders before the August 2019 deadline. Neither has PPS provided any responses from "R" that showed Miss M's claim had been accepted or that "R" was the cause of the delay in Miss M getting an outcome to her claim. If a claim was made about mis-sold PPI I'd expect to see responses from lenders that showed whether they'd found PPI or not, or asking for further information to identify that Miss M had an account with them, or to ask for further information to support Miss M's claim the PPI had been mis-sold.

So, I don't know if or when PPS followed Miss M's instructions to pursue a mis-sold PPI claim on her behalf. I haven't seen any responses from "R" to PPS or seen what the content of those responses might have been. I also haven't seen any evidence that PPS kept Miss M updated about her claim apart from a text message in September 2021 that said the cause of the delay was due to "R". As the text message was sent over two years after the deadline for making such claims had passed, I can't say PPS have complied with the relevant guidance.

CMCOB 6.1.4 says:

*"The firm must pass on to the customer, (a) any information received from a third party which is addressed to, or meant for, the attention of that customer; and (b) any request received by the firm from a third party for the supply of information by the customer that the firm does not already hold."*

And that this should be done within 10 business days and in a durable medium.

CMCOB 6.1.9 says:

*"A firm must provide each customer with an update on the progress of the claim at least once every six months, in a durable medium."*

CMCOB 6.1.10

*"(1) If, during the period to which the report relates, the firm has not sent any notifications to the customer under CMCOB 6.1.5R, the update should indicate why, to the best of the firm's knowledge, there have been no material developments."*

*"(2) The firm should give updates under CMCOB 6.1.9R until such time as the claim is finally determined or settled, or is withdrawn or discontinued."*

As Miss M's claim hasn't yet been finally determined I'd expect PPS to continue to provide their claims service until it is.

I can't know or speculate whether Miss M's mis-sold PPI claim will be successful or not as there are several factors that a lender needs to consider. But I would have expected PPS to pursue "R" until the outcome is finally determined and update Miss M when the determination was known. As I don't think PPS have kept Miss M as informed as they should have, I think it's fair and reasonable for PPS to pay Miss M £150 for the inconvenience this has caused.

### **My final decision**

I uphold this complaint. And ask Payment Protection Services Ltd trading as Payment Protection Scotland to:

- update Miss M as to the final determination of her claim; and
- pay Miss M £150 for the distress and inconvenience caused by their poor customer service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 6 December 2022.

Anne Scarr  
**Ombudsman**