

## **The complaint**

Mr M complains that Brazier Consulting Services Ltd haven't pursued his complaints about the mis-selling of payment protection insurance (PPI).

## **What happened**

Mr M said in 2019, before the deadline for making such claims he'd authorised Brazier to pursue PPI complaints with several lenders. He said they'd told him he didn't have PPI with a couple of his lenders but there were others he's still waiting for an answer. Mr M said he'd emailed and called Brazier, but they haven't told him the outcome of his PPI complaints. And he said after contacting one of the lenders he was told Brazier hadn't brought his complaint to them. Mr M complained to Brazier.

Brazier didn't respond so Mr M has referred his complaint to us.

Our investigator asked Brazier to provide their business file so that we could consider what they'd done for Mr M in pursuance of his mis-sold PPI claims. But Brazier didn't provide the requested information.

Our investigator said Brazier hasn't shown they submitted the mis-sold PPI complaint to Mr M's lenders. She couldn't say whether Mr M's claims would have been successful but said Mr M had suffered a loss of opportunity. She asked Brazier to compensate Mr M £250 for this. She also said the lack of updates had caused Mr M distress and inconvenience. She asked Brazier to pay a further £100 for this.

Brazier haven't responded to our investigator's outcome. Mr 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.

It's unfortunate that Brazier haven't provided any information about their involvement with Mr M about his mis-sold PPI complaints. Mr M has provided evidence of his relationship with Brazier and testimony about what has happened.

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. Having done so I'm upholding this complaint. I'll explain why.

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 letter of authority (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.

From the evidence I can see, in March 2021 Brazier told Mr M that he didn't have PPI with some of his lenders and that he wasn't due any compensation. Mr M questioned the outcome for claims for two of his other lenders, one I'll call "V", who he said he'd several finance agreements with, and the other I'll call "B" who he said he'd a loan with. I can see Brazier asked Mr M for further information about the accounts, and whether Mr M had any PPI policy documents. They also apologised to Mr M for not asking for this information when he first instructed them. They explained they needed the dates of his finance agreements as "V" hadn't offered PPI after 2011. And that they were awaiting an acknowledgement from "B". Mr M was told by Brazier that the lack of information provided to "V" about his claim had caused the delay. Mr M told Brazier he'd finance agreements with "V" from around 2009 up to 2016.

In July 2021 Brazier asked Mr M to sign a LoA for his lender "V" as they said the previous LoA had expired. They also asked him questions in support of his claim such as his employment status. But I haven't seen any further update or request for information asked for or provided by Brazier since then.

Its usual for lenders on receipt of an LoA prior to the August 2019 deadline to either accept this as a mis-sold PPI claim – auto conversion – and begin to investigate whether PPI has been mis-sold or to reject the claim as PPI hadn't been found. If the lender hadn't been able to locate an account for Mr M I would have expected them to seek further information to help identify his account details. I haven't seen any evidence that shows Brazier sent an LoA to "V" before the August 2019 deadline. They asked Mr M to sign another LoA in July 2021 saying "V" had asked for it. But I haven't seen any evidence from "V" requesting this or the LoA being sent to "V". And as mentioned above a lender wouldn't accept a LoA received after the August 2019 deadline unless there were exceptional circumstances for them to do this.

The Claims Management Conduct of Business (CMCOB) provides guidance to claims management companies (CMC) like Brazier. I've considered the relevant guidance, CMCOB 2.1.8 says:

*"A firm should take all reasonable steps to investigate the existence and merits of each element of a potential claim before making or pursuing the claim or advising the customer themselves to make or pursue the claim."*

And from the evidence I've seen Brazier didn't take all reasonable steps to establish the account details Mr M had with "V" as they've acknowledged when they asked for further information from him on his request for an update about the status of his claim with "V". And this was a couple of years after the deadline for making such claims had passed.

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."*

And CMCOB 6.1.10 says:

*"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."*

The guidance goes on to say that updates should continue to be given until the claim is *“finally determined or settled or is withdrawn or discontinued.”*

I can't see Brazier adhered to the above guidance as they've failed to provide regular updates, and I can't see there has been any contact made with Mr M since July 2021. Nor can I see that Mr M has been given any final determination for his claim(s).

I can't know or speculate whether Mr M would have had a successful mis-sold PPI claim with his lenders or not as there are several factors that lenders would have needed to consider. Mr M hasn't shown evidence of paying a premium for any PPI policy but given the passage of time I don't think this is unusual. But I would have expected Brazier to show me that that they'd carried out Mr M's instructions to pursue his mis sold PPI claim(s), they haven't. So, I think this has meant Mr M's lost the opportunity for these claims to be considered. And I don't think Brazier has fully complied with the CMC OB guidance in their handling of Mr M's claim(s).

### **Putting things right**

As I mentioned previously, I can't know if Mr M's mis-sold PPI complaint(s) would have been successful. So, I can't ask Brazier to compensate Mr M for a successful PPI claim. But I think Brazier should compensate Mr M by paying him £250 for the loss of opportunity of having his PPI complaint(s) considered. And a further £100 for the distress and inconvenience caused by Brazier's lack of customer service by their failure to provide updates about the status of Mr M's PPI claims, and the failure to respond to requests for information from Mr M.

### **My final decision**

I uphold this complaint. And ask Brazier Consulting Services Ltd to pay Mr M £250 for loss of opportunity and a further £100 for the distress and inconvenience caused by their poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 June 2023.

Anne Scarr  
**Ombudsman**