

## **The complaint**

Mr F complains about Fair Return Legal Services Limited (“FRLS”) and the service they’ve provided him since he instructed them to pursue a claim for a mis-sold pension on his behalf.

## **What happened**

In May 2021, Mr F instructed FRLS to pursue a claim for a mis-sold pension on his behalf. Mr F has said he was told it may take up to a year from this date for a decision to be reached. But he didn’t hear anything more from FRLS, despite several chasers requesting an update. So, in March 2023, Mr F raised a complaint about the lack of progress, and lack of updates, on his claim. FRLS didn’t respond to Mr F’s complaint and so, he referred his complaint to us.

Our investigator looked into the complaint, and they asked FRLS to provide evidence showing the work they had completed on the claim. But FRLS didn’t respond. So, our investigator upheld Mr F’s complaint on this basis, on the assumption no work of value had been completed. And they recommended FRLS pay Mr F £200, and provide Mr F with an update, or cancel the claim in line with the policy terms and conditions.

Mr F accepted this recommendation. And so did FRLS in August 2023, stating they would pay the compensation and provide Mr F with an update. But by November, Mr F had yet to receive an update, or compensation. So, as FRLS didn’t comply with the terms of the agreement reached, the complaint has been passed 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’m upholding the complaint for broadly the same reasons as the investigator. I’ve focused my comments on what I think is relevant. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome.

I note FRLS initially accepted our investigator’s recommendation. So, by doing so, I think FRLS accepted they had acted unfairly when progressing Mr F’s claim, and the way they communicated with him during this time. So, I don’t think this is in dispute, and I don’t intend to discuss the merits of the complaint in any further detail. Instead, I’ve focused on what does remain in dispute, which is what FRLS should do to put things right, as they’ve failed to comply with the agreement reached with Mr F, and our investigator.

## **Putting things right**

Our investigator recommended FRLS pay Mr F £200 to recognise the failure to progress his claim, and keep him updated, based on the lack of information they provided. I think this recommendation is a fair one, that falls in line with our services approach and what I would’ve directed, had it not already been put forward.

I think it takes into consideration the inconvenience Mr F would've been caused by the delays, and his frustration when he failed to receive responses to his chases for contact. But I think it also takes into consideration the fact we have no way of knowing that Mr F's claim would've been completed, or successful, had FRLS acted fairly and reasonably. So, I'm directing FRLS to pay Mr F this amount, noting they have already agreed to do so previously.

Our investigator also recommended that FRLS either provide Mr F with a meaningful update or cancel the agreement. I note FRLS agreed to provide Mr F with an update in August 2023. But, as of November 2023, I've seen no evidence to show this update was provided. So, I think FRLS have been given ample opportunity to provide this and because of this, I don't think it would be reasonable for me to offer them this opportunity again.

So, I think FRLS should now follow the other option put forward by the investigator, which is to cancel the agreement between themselves and Mr F, so Mr F is able to progress his claim either individually, or with another company offering that service. And as I've seen no evidence to show FRLS completed any work of value, I would expect this cancellation to be at no cost to Mr F.

### **My final decision**

For the reasons outlined above, I uphold Mr F's complaint and I direct them to take the following action:

- Pay Mr F £200; and
- Cancel the agreement between themselves and Mr F.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 11 December 2023.

Josh Haskey  
**Ombudsman**