

The complaint

Miss W complains about Belmont Thornton Limited (“BTL”) and their failure to respond to her requests for a statement of account and confirmation that her address had been changed on their system.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Miss W initially instructed BTL to pursue a claim for mis-sold Payment Protection Insurance (“PPI”) on her behalf. BTL were successful, and Miss W agreed to pay BTL’s success fee with a repayment plan paid through direct debit.

But Miss W changed address, and her direct debits stopped being taken in August 2023. So, she contacted BTL repeatedly asking for confirmation that her address had been changed and that BTL provide a statement of account to confirm the amount that remained outstanding, if any. BTL failed to respond and so, Miss W raised a complaint about this. BTL didn’t respond to Miss W’s complaint and so, she referred her complaint to the Claims Management Ombudsman.

Our investigator looked into the complaint and upheld it. They noted that despite several requests, BTL had failed to provide our service with any information. So, in line with our service’s approach, our investigator gave an outcome based on the information Miss W provided, alongside her testimony, explaining why they were satisfied BTL had failed to respond to Miss W’s requests. And they recommended BTL pay Miss W £150 to recognise the distress and inconvenience this caused, while also providing a statement of account confirming what Miss W had paid thus far, and what if any amount remained outstanding.

Miss W accepted this recommendation. But BTL didn’t respond. As BTL didn’t respond, 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 that despite several requests, BTL have failed to engage with our service and provide information relating to the complaint. So, in line with our services approach, I have based my decision solely on the information and testimony provided by Miss W.

And Miss W has provided several emails she has sent to BTL over the course of many months, requesting that they update her address following her move as well as provide her

with a statement of account to confirm what amount she has outstanding on her repayment plan, if anything at all. This satisfies me, on the balance of probability, that Miss W did initially instruct BTL to pursue a claim on her behalf as I don't think it's likely Miss W would've sent these emails to BTL if she hadn't. And BTL haven't provided our service with any evidence to show a relationship wasn't in place.

And crucially, I've not seen evidence to show BTL responded to any of these emails as I would've expected. So, because of this, I'm satisfied BTL have acted unfairly and unreasonably. I've then turned to what I think BTL should do to put things right.

Putting things right

When thinking about what BTL should do to put things right, any award or direction I make is intended to place Miss W back in the position she would've been in, had BTL acted fairly in the first place.

In this situation, had BTL acted fairly, I think they would've responded to Miss W's initial email, confirming her address had been changed and confirming what amount, if any, remained outstanding.

And had BTL taken this action, Miss W would've been prevented from the worry she will no doubt have felt not knowing for certain if BTL were intending to restart taking further payments by direct debit. And it would've prevented Miss W from suffering the inconvenience of needing to chase BTL on several occasions asking for this confirmation, without reply.

Our investigator recommended BTL pay Miss W £150 to recognise the above. And 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 fairly compensates Miss W for the distress and inconvenience she's felt over an elongated period of time, as well as recognising the time and effort she has spent trying to illicit a response from BTL without success. So, this is a payment I'm directing BTL to make.

And to ensure Miss W doesn't suffer further distress and inconvenience, I'm also directing BTL to provide Miss W with an up to date statement of account showing what balance she has left to pay or if there is no balance, confirmation that this is the case.

My final decision

For the reasons outlined above, I uphold Miss W's complaint about Belmont Thornton Limited and I direct them to take the following action:

- Provide Miss W with confirmation of her outstanding balance or confirmation their fee has been fully paid; and
- Pay Miss W £150 compensation to recognise the distress and inconvenience she's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 24 December 2024.

Josh Haskey
Ombudsman