

The complaint

Mr W complains about Your Money Management Ltd trading as Your Money Claim ("YMM") and the service they provided him which he feels was discriminatory.

What happened

The events and circumstances that led to Mr W's complaint are well known to both parties. So, I don't intend to list a chronological timeline of what happened. But to summarise, Mr W engaged YMM's service in June 2022. And following this, they sent Mr W a printed letter of authority ("LOA") asking that he provide a wet signature.

But Mr W was unable to provide this signature due to his disabilities which impacted his dexterity. He made YMM aware of this in September 2022, raising a complaint about this request explaining why he felt it was discriminatory. YMM responded to this complaint apologising, and they took the decision to end the agreement at no cost to Mr W. But they continued to chase Mr W for a signature in error after this date. And Mr W didn't think it had been made clear to him the agreement had been ended. So, he referred his complaint to our service.

A jurisdiction decision was issued explaining the complaint was one we could consider. And following this decision, YMM put forward a settlement offer of £100, accepting Mr W's claim had been reopened in September 2022 when it shouldn't have. This offer was put to Mr W, but he rejected it, as he didn't think it was enough to compensate him for the distress and inconvenience he'd been caused.

Our investigator continued to investigate the complaint, and they upheld it. They thought YMM could've done more to assist Mr W when he made them aware of his disabilities. And they thought Mr W had been negatively impacted by YMM's error in reopening the claim, which they acknowledged had been accepted. So, considering the above and their belief Mr W had most likely not received YMM's initial complaint response, they thought YMM should pay Mr W £400 to adequately recognise the impact Mr W had experienced.

Mr W accepted this recommendation. But YMM didn't. YMM accepted they had made errors during the claim process, and how they communicated with Mr W. But they noted that Mr W had initially requested £200 compensation when he referred his complaint to us. So, they thought the £400 recommended by our investigator was excessive and wanted this to be reconsidered. As YMM didn't agree, 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.

From the evidence and information available to me, I think it's clear YMM have accepted there were errors in the way they handled Mr W's claim, and the way they communicated with him. I note they stated this explicitly in their response to our investigator's recommendation, alongside their decision to offer Mr W £100 compensation on the basis they would've offered this had they opened a new complaint as they felt they should've in October 2022. As YMM have accepted they've made errors here, I don't intend to discuss the merits of Mr W's complaint in any significant detail as I don't think this is in dispute. Instead, the main focus of my decision will centre around what does remain in dispute, which is what YMM should do to reasonably put things right.

Putting things right

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

In this situation, I can't see that Mr W made YMM aware of his disability until September 2022. So, I think the way YMM acted up until this point was fair, as I don't think they could've been aware of Mr W's need for reasonable adjustments in the way they communicated with him.

But when Mr W did make them aware of his inability to wet sign documents, I do think YMM could've done more to explore Mr W's disability, to see whether they could find a reasonable adjustment that allowed them to continue with the service he asked them to provide. But I don't think they did so here, instead automatically defaulting to ending the agreement with him. While I do recognise they did this at no cost to Mr W, and I recognise they did so in an attempt to act fairly, I do think they should've done more to explore alternative ways to assist him first. So, I do think Mr W should be compensated for this.

And when YMM chose to end the agreement, I would've expected them to make this reasonably clear to Mr W. And crucially, I would expect all communication after this to cease. But this didn't happen here.

From the evidence available to me, I can't see YMM's complaint response ending the agreement to Mr W was definitely sent to him, as it was processed manually after being processed through their internal system. And at the same time, YMM have already accepted there was a system issue that resulted in Mr W's claim being reopened and further request for a signature to be provided being sent to Mr W.

So, as there was already an accepted system issue here, I think it's reasonable for me to assume, on the balance of probability, that the system issue most likely extended to the sending of the response to Mr W. So, I think it's reasonable for me to assume that Mr W didn't receive this response explaining the agreement had been ended, which follows the testimony he's provided.

So, this means that for a period of around four months, Mr W was left in a situation where he was receiving repeated requests for a signature in a format that he'd already explained he was unable to provide because of his disabilities. And this resulted in Mr W needing to contact YMM on several occasions to explain this, which I've no doubt would've been significantly upsetting and inconvenient. So again, I think this should be compensated for.

Our investigator recommended YMM pay Mr W £400 to recognise the distress and inconvenience this caused. And I think this recommendation is a fair one, that falls in line with our service's approach and what I would've directed, had it not already been paid.

I think it takes into consideration YMM's repeated mistake sending him requests to provide a signature in a format he'd already explained he couldn't do because of his disability. And, that YMM failed to explore alternative options that may have allowed them to continue to assist Mr W through reasonable adjustments. I think it also takes into consideration that Mr W most likely didn't receive YMM's complaint response, and the fact YMM had other opportunities to send this to Mr W by email when it became reasonably clear he hadn't seen sight of this but failed to do so. So, this is a payment I am directing YMM to make.

I appreciate YMM may not feel this award is fair. And I want to reassure YMM I have considered the point they've raised regarding Mr W's initial request for £200, and why they think it's unreasonable to direct an award for more than this amount.

But crucially, YMM were aware of Mr W's £200 request when they chose to make an offer of £100 before our investigator investigated the complaint. Had YMM felt this request was a fair one, they could've put this to Mr W. But they didn't. And crucially, what a customer expects from a complaint can differ from what a fair level of compensation should be.

In this situation, I think it's clear Mr W's disabilities and vulnerabilities meant this situation had an added emotional impact that needs to be considered. And when it is, I think an increased offer of compensation is fair, and in line with our service's approach to situations such as this. So, YMM's comments haven't impacted the decision I've reached.

My final decision

For the reasons outlined above, I uphold Mr W's complaint about Your Money Management Ltd trading as Your Money Claim and I direct them to take the following action:

- Pay Mr W £400 to recognise the distress and inconvenience he's been caused by the level of service provided to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 January 2024.

Josh Haskey
Ombudsman