

The complaint

Mrs T complains that ReAssure Limited has failed to send her an annual statement for her pension.

What happened

Mrs T has a pension policy with ReAssure (policy number **07P). ReAssure produce annual statements each year. It told Mrs T it usually issues these statements after her birthday and she should receive the statements in November.

Mrs T says she's had to complain about various service issues with ReAssure in the past. So, for example she had to complain when she hadn't received annual statements in 2017 and 2018. When she did receive these statements she had to complain because the information on one of the statements was incorrect. She says ReAssure didn't resolve these issues until May 2020.

When Mrs T hadn't received her annual statement for 2019/20, she had to contact ReAssure again.

On 10 July 2020, during a telephone call with ReAssure, Mrs T told it that although she'd received the statement for 2018/19 she still hadn't received the statement for 2019/2020. On 19 August 2020 ReAssure wrote to her to explain that the annual statement was issued after her birthday each year and this meant her 2019/20 statement should be with her by the end of November 2020. Subsequently on 4 December 2020, it wrote to her again to explain that a task had been raised to issue the statement and this would be completed by 5 January 2021 *"meaning you will receive your statement by mid-January."* Mrs T didn't receive the statement.

Mrs T complained to ReAssure in April 2021. ReAssure didn't acknowledge her complaint or respond to it, so she referred her complaint to our service.

Our investigator looked into her complaint. He said that the Occupational and Personal Pension Scheme (Disclosure of Information) Regulations 2013 provided that certain information had to be provided to clients within 12 months of each policy anniversary. Although he didn't know what that date was, ReAssure had told Mrs T that it would issue the statement by the end of November 2020 and it generally issued statements around that time of year.

Our investigator said there was no evidence that ReAssure had issued the statement and Mrs T had not received it. He thought that ReAssure should establish what was preventing Mrs T's statements from being issued on time and issue the statement for 2019/20. He also considered that ReAssure should pay Mrs T £100 for the distress and inconvenience she'd experienced as a result of what happened.

ReAssure said it agreed with what our investigator had said and was willing to pay Mrs T £100 by way of compensation.

Mrs T didn't agree. She said that ReAssure had taken over five months to respond to what our investigator had said and she still hadn't received the statement for 2019/20 despite previous assurances in August 2020 and December 2020 that the statement would be issued. She said she wanted a full explanation from ReAssure as to why it had failed to issue the statement. Mrs T confirmed she had received the statement for 2020/21 in February 2022.

Because Mrs T didn't agree, the complaint was passed to me to decide. I looked into the complaint and could see that the crux of the matter hadn't been resolved despite what our investigator had said. So, I asked the investigator to write to both parties to say that I was minded to change the redress to include an additional £100 for distress and inconvenience if ReAssure didn't send the statement within 30 days of my decision requiring it to do so. ReAssure responded to say that it had sent the statement in August – but would do so again. Mrs T has confirmed that she received the statement on 19 September 2022.

Mrs T also asked me to add something to the decision to prevent this from happening again but the investigator explained that our service couldn't make a decision or implement anything for future events that may or may not happen.

So, I now have to make my 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.

I'd just point out at the outset that although Mrs T has referred to several historical issues about the service provided by ReAssure, in this decision I'm only dealing with the complaint she's raised about receipt of her annual statement for 2019/20. Mrs T has confirmed this is the complaint issue she's referred to our service.

Mrs T didn't receive the statement for 2019/20 until September 2022. As our investigator said, ReAssure has certain legal and regulatory obligations to provide information to Mrs T within certain timeframes. And, although it's not clear when Mrs T had received the 2018/19 statement, I can see that she usually received her statements in January each year – which was shortly after her birthday. So I would've expected her to receive the 2019/20 statement in or around January 2021. That's also in line with what ReAssure told Mrs T in December 2020.

ReAssure has now issued the statement for 2020/21, but it hasn't explained why it didn't follow through on the assurance, given in the letter dated 4 December 2020, that Mrs T would receive the 2019/20 statement by mid-January 2021.

Although I know Mrs T has asked for explanations, I haven't been able to get an explanation from ReAssure and although I can require it to take action to resolve the complaint, I cannot force it to provide explanations for how it has operated its business.

Part of the reason why I haven't received any explanation from ReAssure is because it hasn't been as responsive to Mrs T's complaint, or to our service, as it should have been. She shouldn't have had to complain to it, and the complaint shouldn't have reached our service, as this was a relatively simple matter to put right. As our investigator said, ReAssure has a legal and regulatory obligation to issue annual statements in a timely manner and it has failed to do that in this case – not just when the matter was first raised by Mrs T, or when she referred it to our service. Infact, it didn't issue the annual statement for 2019/20 to Mrs T

until very recently. She says she received the missing statement, without any apology or other explanation, on 19 September 2022.

ReAssure hasn't treated Mrs T in the way that we would've expected. It's not our role to fine or punish a business when it gets things wrong. But, when considering the action that should be taken to resolve this complaint we can take into account the distress and inconvenience that's been caused to Mrs T by ReAssure's conduct.

ReAssure has now issued the statement to Mrs T, so the crux of the complaint has now been resolved – albeit belatedly. I can understand how frustrating this has been for Mrs T. She's had to contact ReAssure several times to try to get the missing statement. It's only been provided to her on 19 September 2022 – which is almost two years after the date when it should've been sent to her. Our investigator thought ReAssure should pay her £100 for the distress and inconvenience she's been caused.

Having considered everything, and given that Mrs T has now received the missing statement, I think £100 is fair and reasonable compensation for the distress and inconvenience she experienced.

My final decision

For the reasons given above, I uphold this complaint about ReAssure Limited. I now require it to:

- Pay Mrs T £100 by way of compensation for the distress and inconvenience she's been caused as a result of what happened here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 25 October 2022.

Irene Martin
Ombudsman