

## **The complaint**

Mr G complains about the administration of his Self-Invested Personal Pension (SIPP) by Wesleyan Assurance Society (Wesleyan). He is represented by his financial adviser who says that Wesleyan provided incorrect information about his plan on several occasions and delayed the transfer process.

The representative also says Mr G decided to transfer his SIPP as a result of changes made to the set-up of that plan, namely the way in which funds within the plan could be sold. She says that decision necessitated Mr G taking further advice and Wesleyan had agreed to cover the cost of that advice and any set up fees, so there was no financial cost to Mr G in transferring his plan. The representative says Wesleyan then changed its position and limited costs to £1,600.

## **What happened**

In 2015 Mr G and his representative complained to Wesleyan that he was unable to sell funds in his pension plan, in the way that he wanted, because his SIPP had been “reset.” His complaint was upheld. Wesleyan offered a “work-around” method to try to achieve Mr G’s objective of making encashments from only some of the funds, rather than proportionately from all the funds.

Mr G remained dissatisfied with the way in which his SIPP was set up, so in the same year Mr G’s financial adviser requested documents from Wesleyan to begin the process of transferring his plan to another provider.

Following this request Mr G’s health deteriorated, so the process of moving his SIPP was placed on hold. In 2016 the process was recommenced with his representative requesting the relevant documentation but unfortunately it had to be paused again because of Mr G’s medical situation.

There was a further attempt to start the transfer process in 2017 but unfortunately Mr G’s medical condition worsened and so the process was stopped.

At the beginning of January 2020 Mr G suffered a significant medical event so matters with his SIPP couldn’t move forward. By the end of 2020 Mr G’s health stabilised and at the beginning of October 2020, his adviser requested updated information from Wesleyan.

On 8 October 2020 Mr G’s representative received information about his SIPP from Wesleyan but no projections were included.

Projections were provided on 21 October 2020 which Mr G’s representative says were incorrect.

Then on 30 November 2020 Wesleyan wrote to Mr G to inform him that it had decided to close all its SIPP products and to give him three months-notice of the closure of his plan. It asked Mr G to indicate what he wished to do with his pension savings and set out two options, which were either to transfer to a Wesleyan Personal Pension Plan or to transfer to another pension provider. It said that it would pay up to £1,600 for the cost of any advice he

sought regarding his options. Wesleyan also said that if Mr G didn't notify it of his decision within the timeframe stipulated it would transfer his pension plan to another pension provider chosen by Wesleyan.

On 9 January 2021 Wesleyan sent an email to Mr G's financial adviser responding to an inquiry for information about his plan and indicated it would pay up to £6,000 of the adviser fees.

Mr G's representative contacted Wesleyan ten days later and the fees were discussed. She was informed that a mistake had been made and that only £1,600 fees would be refunded.

Mr G's adviser then brought a complaint on his behalf.

Further projections were sent on 22 January, 27 January, 1 February, 22 February, 23 February and 1 March 2021. Mr G's representative says these projections were all incorrect.

On 27 February 2021 and 2 March 2021 Mr G's representative emailed Wesleyan asking it to contact her.

On 5 March 2021 Wesleyan provided information to Mr G's representative about charges associated with the plan.

A decision was taken by Mr G's representative, at the beginning of March, to proceed to the pension switch advice with the information provided.

On 19 March 2021 Wesleyan issued a final response where it didn't uphold Mr G's complaint. It acknowledged there had been a complaint in 2015 about the limitations in the way funds could be sold from his plan. So, Mr G couldn't choose the individual percentage of each fund to be sold, as he had done previously, but instead the percentage sold from each fund had to be proportionate.

It said Mr G's complaint had been upheld but no compensation was paid as Wesleyan had concluded there was no financial loss as a result. Wesleyan said it had then proposed a work-around where it would switch funds after the sale. It said that complaint wasn't pursued further by Mr G and no referral was made to our service.

Wesleyan said a business decision had been made to discontinue its SIPP product. It noted its personal pension plan charges were lower and said it considered most customers would be better off with the personal pension plan. Wesleyan said Mr G was given two options to either transfer to a personal pension plan, or transfer to another provider. It said it would waive any transfer costs.

Wesleyan said transferring to its personal pension plan wouldn't involve any further costs and it would cover the cost of advice provided through Wesleyan Financial Services, who had outlined a flat fee of £1,600.

Wesleyan said for customers who wished to seek advice to transfer to a new provider, for instance because they may be required to do so by that new provider, it would cover the advice cost up to £1,600. So, it said it had offered £1,600 to Mr G.

Mr G's representative didn't agree with Wesleyan's conclusions. She said it hadn't answered Mr G's complaint, which was about Wesleyan providing incorrect information in respect of his plan on several occasions, starting at the beginning of October 2020. The representative said the complaint wasn't about the letter sent to Mr G informing him his SIPP plan was being discontinued.

The representative also said that as a result of the re-setting of Mr G's plan and his upheld complaint in 2015, Wesleyan had agreed to cover the advice and set-up costs which would be incurred in transferring to a new pension plan. She said it had agreed to pay £6,000 in an email sent on 9 January 2021.

Wesleyan sent further letters to Mr G asking for his instructions in respect of the transfer of his SIPP. It initially said that if it didn't receive instructions by a certain date, it would transfer his plan to another provider.

Wesleyan then subsequently said, in an email of 2 November and a letter dated 16 November, that if it hadn't been provided with instructions by the end of November 2021, his funds would be encashed, and the proceeds paid out as a lump sum.

Mr G's representative referred his complaint to our service on his behalf.

Mr G's SIPP was then transferred in December 2021.

Our investigator considered the complaint and concluded it should be upheld in part. She noted that Mr G's representative had given details about the number of times she had requested information about the plan and contacted Wesleyan to inform it that the information it had provided was incorrect. The investigator also took into account that Wesleyan had provided an internal document which recorded that Mr G's representative had been in contact stating the information provided by Wesleyan was incorrect. So, she felt it was more likely than not that incorrect information had been provided and Mr G had been inconvenienced and caused distress as a result. The investigator said Wesleyan should pay Mr G £400 for the distress and inconvenience it had caused throughout the process.

The investigator considered what had been said about the advice fees. She didn't agree that Wesleyan had agreed to pay the fees in the upheld complaint in 2015. The investigator noted that Wesleyan had said, in its letter of 30 November 2020, that it would cover up to £1,600 in advice fees. But it had then said it would cover up to £6,000 fees in an email in January 2021.

The investigator issued an initial view on this point, but then received further information from Wesleyan, including a recording of a telephone conversation which took place 10 days after the email had been sent out. The investigator said in that call Wesleyan explained there had been an error in the email and agreed to pay £1,600. The investigator noted Wesleyan's representative explained that the £6,000 only applied in certain circumstances, such as where the SIPP included a property or external investments, which wasn't the case for Mr G's plan.

The investigator also noted that Mr G had already instructed his adviser to start the transfer process before being told Wesleyan would cover any of the costs associated with the transfer. So, the investigator concluded that Mr G was always going to incur the adviser fees.

The investigator was of the view that Wesleyan should honour the £1,600 it had agreed to pay towards the fees and that it should also pay £400 to Mr G for the distress and inconvenience caused to him throughout the process.

Mr G's representative disagreed and said that Wesleyan had agreed to pay all the fees in their discussions. She said she had put forward a figure based on 3% of the 2015 value of the plan, plus set up costs and that had been agreed by Wesleyan.

She also reiterated that Wesleyan had failed to answer the complaint which was about the incorrect information provided and not the letter sent by Wesleyan informing Mr G that it was discontinuing his SIPP.

As no agreement could be reached Mr G's complaint was referred to me for review.

I issued a provisional decision where I concluded that Mr G's complaint should be upheld in part, on the basis that Wesleyan's actions had delayed the transfer by 18 weeks and 5 days. I set out my proposed method of calculating the redress and said Wesleyan should also pay compensation for the distress and inconvenience caused to Mr G.

Below is an extract from that provisional decision.

*"What I've provisionally 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.*

*To recap, Mr G held a SIPP with Wesleyan and in 2015, he made a complaint about changes to the way it operated in respect of the sale of funds within the plan. That complaint was upheld by Wesleyan but no compensation was offered, as it said there was no resulting financial loss. Instead, an alternative "work-around" method was proposed by Wesleyan.*

*I can see referral rights to our service were included in the final response letter sent to Mr G, which indicated if he wasn't satisfied with the decision, he could refer his complaint to our service and he would need to do that within six months. Both parties agree that his complaint was not referred to our service at that time.*

*However, Mr G's representative, his financial adviser, says that as a result of that upheld complaint, Wesleyan agreed to reimburse any transfer costs for his plan, including any advice fees incurred.*

*I have carefully considered the contents of that final response letter and I am satisfied that no offer was made to reimburse any transfer costs within it. And I would expect such an offer to have been contained there if it was part of the resolution of that complaint. In addition, I have not been provided with any other documentation from that time which indicates that an agreement was reached between the parties that those costs would be covered, all or in part, by Wesleyan.*

*Mr G's representative has said, and I accept, that as a result of the issue around the sale of funds, Mr G decided to start the process to transfer his plan in 2015.*

*Unfortunately, because of Mr G's poor health the transfer process was attempted several times over the years but only ever reached the early stages. Then in October 2020, Mr G's representative started that process again by asking Wesleyan for some information about the plan with a view to it being transferred.*

*Mr G's representative says that she was provided with incorrect information which meant she was unable to complete her pension switch advice.*

*Shortly after, at the end of November 2020, Wesleyan sent a letter to Mr G notifying him of its intention to close his SIPP, as it had taken a business decision to stop offering SIPPs.*

*Mr G's representative has said Mr G's complaint is not about that letter, but I consider it is part of the background to this complaint and is relevant to the issue of the costs agreed.*

*I consider that Wesleyan was entitled to take a business decision to stop offering a product, as it did here. I also note that the reasons behind that decision were that it considered that the majority of its customers would be better off with the personal pension plan as the charges were cheaper.*

*In addition, I think the contents of the letter are relevant to the issue of what was agreed in relation to adviser costs and what happened next in respect of the transfer.*

#### *Letter of 30 November 2020*

*I am satisfied that Wesleyan sent Mr G a letter on 30 November 2020 notifying him of the intended closure. It gave Mr G three months-notice, which I consider was sufficient for him to consider his options, make a decision and notify Wesleyan. And I also note that at this point, Mr G had, in any event, already decided to transfer his SIPP.*

*Wesleyan gave Mr G two options which I am satisfied were set out in clear terms. It also explained that the first of those options to transfer to a Wesleyan personal pension plan meant that Mr G would incur no additional costs.*

*Wesleyan agreed to waive any transfer costs. However the second option - to transfer to another provider- might entail seeking external financial advice. So, it offered to cover some of that cost, up to a maximum of £1,600.*

*It said:*

*“We have arranged with Wesleyan Financial Services that a flat fee of £1,600 will apply if you want to take advice about transferring from your SIPP to a Wesleyan Personal Pension Plan.*

*If you choose to take advice from Wesleyan Financial Services, then we (Wesleyan Bank) will pay that fee on your behalf. You won't have to pay the fee yourself, and we won't deduct it from the value of your pension savings.*

*If you choose to transfer your pension savings to another pension provider then your chosen provider may require you to take advice from a regulated financial adviser. You will need to arrange this advice and how to pay for it with your chosen financial adviser. We (Wesleyan Bank) will refund the cost of the advice up to a limit of £1,600.*

*Once you have taken advice and want to arrange the refund you will need to call Wesleyan's Retirement Team on the phone number provided at the end of this letter and they will explain what you need to do next. “*

*I am satisfied on balance that the information in that letter was set out clearly and it wasn't misleading.*

*Mr G's representative has pointed out, in a telephone call to Wesleyan in January 2021, that the option to transfer to a Wesleyan personal pension plan didn't allow Mr G to keep all of his investments as they were, because the personal pension plan wouldn't accept unit trusts.*

*I appreciate that wouldn't be ideal as it would be preferable for Mr G to have the option to keep his investments broadly the same. However, I don't consider on balance that Wesleyan was being unfair to Mr G because it gave him more than one option and time to explore what was available. It was a matter for Mr G whether he wanted to choose the second option, which was likely to provide more opportunity for retaining the same investments but might well mean he would incur additional advice costs.*

### January 2021 email

*I have carefully considered the information sent to Mr G's representative and financial adviser in an email in January 2021. The context of the email was that it was a response to a request from his adviser for further information. The email indicated that Wesleyan's representative didn't have all the information requested by Mr G's adviser, but it said that Wesleyan would cover up to £6,000 of the adviser and new scheme fees.*

*It said:*

*"I am sorry for the delay in my response as I am still trying to obtain some of the information you requested.*

*However, I did raise your enquiry regarding the £1,600 payment outlined in the letter towards any IFA advice and receiving company fees.*

*It seems that Mr Gxxxx (redacted), has in fact received the wrong correspondence and a new letter is to be sent out shortly.*

*In short though, The Wesleyan will be covering up to £6,000 of advice/new scheme fees."*

*I note that the email indicated Mr G would be sent a new letter confirming this, which didn't happen.*

*Then, a short while later, in a telephone conversation with Mr G's representative, Wesleyan explained that the contents of the January 2021 email were a mistake and that fees of £6,000 would only be covered in certain circumstances which didn't apply to Mr G's situation. So, the relevant figure was £1,600.*

*Overall, I consider what was said in respect of fees in that January email was an error on Wesleyan's part. As I have said, I'm not persuaded on balance that Wesleyan agreed in 2015 to cover any fees incurred in transferring Mr G's plan. I note the letter it sent at the end of November 2020, stated it would pay up to £1,600 in fees and that the January email was not followed up with a letter confirming its contents. I am also satisfied on balance that Wesleyan clarified that what it had said about the adviser fees was a mistake and it did this shortly after it had sent the January email, which I think further supports the position that it was a genuine mistake. And importantly, not one which I think altered the course of events here.*

### What level of transfer fees should be refunded?

*As I have said, I am satisfied on balance that a mistake was made by Wesleyan in its email of 9 January 2021. So, I don't think it would be fair and reasonable to ask it to pay Mr G that incorrect amount. However, I do think it should still cover the advice fees of £1,600 that it offered in the letter of 30 November 2020.*

*I also think that email, in January 2021, would've given Mr G the incorrect impression he would be reimbursed for a larger amount, albeit this was corrected fairly quickly. So, I think Wesleyan caused him a loss of expectation as a result. And I will come back to this later in my decision.*

Information provided by Wesleyan in relation to SIPP for the purposes of providing advice regarding the transfer

*I accept that Mr G's representative asked for information about the SIPP for the purposes of giving transfer advice and facilitating the actual transfer.*

*Mr G's representative has outlined in detail the requests she made and the responses she received. She has said the information provided by Wesleyan - such as the plan value and the fund names - was incorrect.*

*Wesleyan has not explicitly said in its response to the complaint whether it agrees with this. But I can see there is an internal note from its records which indicates that Mr G's representative had raised this issue about the information being incorrect. In addition, Mr G's representative referred to incorrect information being provided by Wesleyan in her telephone call in January 2021. So, it seems more likely than not that Mr G's representative contacted Wesleyan and raised some issues about the information it had provided.*

*Mr G's representative has said she first asked for information on 1 October 2020 and received seven sets of incorrect projections over several months, with the last one being provided at the beginning of March 2021. It was then that the decision was taken to complete the switch advice with the information provided.*

*I can see that a letter was sent on 1 October 2020 setting out a detailed list of information required by the representative. Wesleyan responded on 8 October 2020 and provided details about the SIPP including the plan value, the funds it was invested in and the series of those various funds. However, it didn't provide a projection. It subsequently provided a projection on 21 October 2020; but unfortunately the value of the plan in that projection was incorrect.*

*I have carefully considered the telephone conversation of 19 January 2021 where Mr G's adviser reiterated to Wesleyan's representative that she still required projections for ages 85 and 95. She said she also needed information about which series applied to the with-profits fund, which bonuses had been paid and the relevant charges because she said it impacted the advice she gave when comparing the old plan with a new plan.*

*Following that conversation, further information was provided and it was explained that because of Mr G's age, projections for age 85 wouldn't give meaningful information hence the zero values. Wesleyan has said this was because projections were generally not issued for a time period that was very close to retirement age. However, I note it also provided projections for age 95.*

*I can see further projections were provided at the beginning of February 2021, with the business also confirming by email that certain funds couldn't be replicated in the personal pension plan in response to a question from Mr G's representative. Wesleyan also responded to a query from the representative about the fund names provided and said those were the ones on the system and were correct as far as it was concerned. So, I consider that Wesleyan was engaged in the process and was trying to assist with providing the information required by Mr G's representative.*

*I note further information and projections were provided on 23 February 2021 which included the values, different funds, and bonuses.*

*So, I consider there was some delay by Wesleyan in providing comprehensive and correct information and this led to some delays in this transfer. However, I note the letter of 1 October 2020 set out a long, detailed list of required information. So, I have to consider what was reasonably necessary to provide advice and facilitate the transfer, also taking into account that some of the information would be accessible through Mr G's plan records. I think therefore that by 23 February 2021 sufficient information had been provided to allow advice to be given and for the transfer to then take place after this. I also note that Wesleyan did respond to requests for clarification from the representative during this period and that it would have taken some time for Wesleyan to provide all the information required on 1 October 2020, in any event.*

*So, assuming Wesleyan could have provided the information that was reasonably necessary by 15 October 2020, then 23 February 2021 was an additional 18 weeks 5 days after this. It appears that in March 2021, Mr G's representative decided to go ahead with providing the switch advice. And so, I consider on balance that Mr G and his representative were then waiting for a response to his complaint, prior to transferring the plan. I note it wasn't transferred until the beginning of December 2021.*

*I acknowledge the representative's point that Wesleyan hadn't addressed the crux of her complaint about the provision of information in respect of Mr G's plan, in its final response in March 2021. However, I am not persuaded that Mr G needed to wait for an answer to that complaint, or an agreement about the costs that would be paid, prior to obtaining advice or transferring his SIPP plan.*

*So, I think, looking at what has happened here, that Wesleyan is broadly responsible for 18 weeks and 5 days of the delay for the period in between October 2020 and February 2021, that I have identified. So, it should compare the value of the plan as at the transfer date of 2 December 2021 with the notional value if it had been transferred 18 weeks and 5 days earlier. It should then establish the notional current value of Mr G's replacement plan, had the subsequent investments (that Mr G actually made) been made with that notional transfer value. If the notional value is higher than the actual plan value, then the difference should be paid into Mr G's new pension plan.*

*I also note that Mr G was caused some distress by the letters he received from Wesleyan indicating he needed to provide instructions in respect of his pension plan and outlining the consequences of not doing so. His representative has also pointed out that one of those letters gave incorrect details of her name and employer.*

*I think that Wesleyan was trying to move things forward as it had given Mr G three months' notice at the end of November 2020 and asked for his instructions by the beginning of March 2021. However, I note those letters didn't acknowledge the ongoing disagreement in respect of the refund of costs, which was unfortunate. Ultimately, I think Wesleyan was trying to finalise the closure of its SIPP plans and I consider on balance, that the transfer could still have gone ahead despite this issue, as eventually did happen in December 2021. However, I think Wesleyan could've been more sensitive to Mr G's position and explained that, while he may disagree about what costs should be refunded, he still needed to decide what should happen to his plan and notify Wesleyan of that decision.*

*Overall, I think the £400 recommended by the investigator is a fair and reasonable sum for the distress and inconvenience caused to Mr G by the delays in providing comprehensive information about the plan and the incorrect email regarding the fees sent in January 2021.*

### *Putting things right*

*Wesleyan should pay Mr G £400 for the distress and inconvenience it caused him.*

*As set out above, a comparison should be carried out using the notional value of Mr G's replacement pension arrangements, as at the date of any final decision along these lines, had Mr G's pension transfer been carried out 18 weeks and 5 days earlier than it was, and comparing it to the actual current value of his replacement arrangement.*

*If there's a loss, the compensation amount should if possible be paid into Mr G's current pension plan. The payment should allow for the effect of charges and any available tax relief. The compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.*

*If a payment into the pension isn't possible or has protection or allowance implications, it should be paid directly to Mr G as a lump sum after making a notional reduction to allow for future income tax that would otherwise have been paid.*

*25% of the loss would be tax-free and 75% would have been taxed according to his likely income tax rate in retirement presumed to be 20%. So making a notional reduction of 15% overall from the loss adequately reflects this.*

*Wesleyan should also pay £1,600 towards the advice costs of the transfer, if it hasn't already done so, providing it has received the necessary invoice documentation, and evidence of payment by Mr G of this if required, to support this."*

Mr G's representative responded and raised some concerns about obtaining information from Wesleyan for the purposes of calculating the redress I had set out in my provisional decision. The representative also indicated that Mr G wasn't prepared to give consent for Wesleyan to contact his new provider for information. She pointed out that Mr G had been caused distress by the correspondence he had received from Wesleyan in respect of the transfer of his plan and so he wasn't happy for it to contact his new provider. Mr G's representative said she could contact the new provider instead.

I confirmed to Mr G's representative that the calculation should be carried out by Wesleyan as I had set out in the provisional decision. I noted Mr G's position and the concerns he had raised but said that I thought Wesleyan would need to contact his new provider to obtain the relevant information for calculating any redress owed to Mr G. I explained I was satisfied this could be carried out without causing any distress to Mr G.

Mr G's representative provided this service with some further representations sent to Wesleyan following the issuing of the provisional decision and enclosed a number of documents, including illustrations provided by Wesleyan and correspondence between the parties. She also indicated that Mr G was prepared to provide consent to Wesleyan contacting his new provider for the purposes of obtaining information to calculate redress if Wesleyan provided the notional value of the former plan specified in the provisional decision.

Mr G's representative pointed out that Wesleyan had informed Mr G that if he didn't respond within a set time frame, it would pay out his pension plan as a lump sum and reiterated the distress caused to Mr G as a result.

Wesleyan acknowledged and accepted my provisional decision. It said to calculate the redress, it would need to receive information from Mr G's new provider.

Wesleyan also explained that having considered the service issues and delays further it was prepared to pay a total of £750 for the distress and inconvenience caused to Mr G.

## 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 have carefully considered the further representations made by Mr G's representative in response to the provisional decision and the documentation provided to Wesleyan and copied to this service. I had already seen and considered the vast majority of that paperwork prior to issuing my provisional decision. Having considered the representations made I still remain of the view set out in my provisional decision, an extract of which is reproduced earlier in this decision and forms part of this decision.

In her correspondence, Mr G's representative has highlighted that Wesleyan informed Mr G that his plan would be paid out as a lump sum if he didn't provide instructions in respect of his SIPP, rather than being transferred to cash as I have summarised in my provisional decision.

I agree with Mr G's representative that Wesleyan indicated, in its letter of 16 November 2021, that if Mr G didn't provide instructions for transferring his SIPP, then his funds would be encashed, and the proceeds would then be paid out as a lump sum. So, I do acknowledge that it would've been clearer if I had expanded my summary to also include the later section. At the time I took the view that, as all parties were familiar with that particular piece of correspondence, it was unnecessary to do so. However, with a view to providing clarity I should make it clear that I have carefully considered that correspondence and the resulting impact on Mr G.

For the sake of completeness, I have included an extract from that letter below:

*If we do not have your instructions by 30 November 2021 then we propose to take the second of these options and pay out the value of your SIPP plan as a lump sum (or lump sums). We will first arrange for the sale of the investments you hold in your SIPP plan, and then pay you the value of your plan - after the deduction of any tax charges - in either one or two lump sum payments (depending on whether your SIPP plan is wholly or partly designated to pay a drawdown pension).*

I appreciate that it would have been upsetting for Mr G to be informed that his pension plan would be paid out as a lump sum because of the significant tax implications of that action. However, I take into account, that this would *only* have happened if Mr G hadn't provided any instructions and this letter was sent almost a year after Mr G was given notice of the closure of the SIPP product. So, I consider it was sent at the end of a relatively long period of seeking Mr G's instructions regarding the transfer of his SIPP plan, where his plan was the only remaining SIPP that hadn't been transferred.

Having carefully re-examined the correspondence sent during the relevant period, I still remain of the view that the £400 compensation for the distress and inconvenience caused by the delays and incorrect information in the email regarding fees, is a fair and reasonable sum in the circumstances.

However, since I issued my provisional decision, Wesleyan has taken the opportunity to reconsider the service it provided to Mr G, and it has indicated that it is prepared to pay Mr G £750 for the distress and inconvenience it caused him. As it has agreed this voluntarily, I won't make that part of the award set out in this decision but leave it for Wesleyan to also pay the additional £350, over and above the £400 set out in this final decision.

I also note that, in her recent correspondence with Wesleyan, Mr G's representative has also referred to a potential issue relating to the way in which Wesleyan has handled Mr G's information. That matter wasn't included in the original complaint referred to this service and post-dates the referral, so it won't have been investigated by the business and I don't intend therefore to comment on it here.

However, if Mr G wishes to raise that as a separate matter, and doesn't receive a satisfactory response, he may refer it to this service.

### **Putting things right**

Wesleyan should carry out a comparison, as set out above, as at the date of this decision. It should also pay £400 to Mr G for the distress and inconvenience caused.

### **My final decision**

My final decision is that Mr G's complaint against Wesleyan Assurance Society is upheld in part.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 2 June 2023.

Julia Chittenden  
**Ombudsman**