

The complaint

Mr S complains about the service he received from Legal and General Assurance Society Limited (“Legal and General”) in respect of the annuity he holds with them. He says their poor service led to him not being paid his annuity payments.

What happened

Mr S got in touch with Legal and General at the beginning of 2023 to request they change his address. Legal and General asked for evidence of the address change in order to be able to implement it. At the time, Mr S was living outside of the UK in a remote location where he found it difficult to communicate due to lack of signal and an unstable living situation. So he wasn’t able to provide the information Legal and General needed to update his address at that time.

Sometime between June and August 2023 Mr S asked Legal and General not to send his annuity payments to his bank account.

Legal and General let Mr S know, a number of times, what they needed him to provide in order to restart his annuity payments. Mr S provided some documentation, but it didn’t contain all the details Legal and General needed it to. Mr S was struggling to provide what was requested and so he asked Legal and General if they would be able to send the payment by issuing a cheque he could collect from the British Embassy, or if they could make a transfer via Western Union. Legal and General said they couldn’t send Mr S’s payment via Western Union because it wasn’t compatible with the checks they were regulated to carry out on it. Legal and General got in touch with the British Embassy who told them that they couldn’t accept payments for individuals.

I can see from the correspondence that the British Embassy was in touch with Mr S to try and help him resolve this issue and others he was having at the time.

As Mr S has now provided Legal and General with a bank statement in the correct format. I understand that they have now made a backdated payment to Mr S for the missed annuity payments, including interest. And Legal and General have said they are able to now make his ongoing payments.

An Investigator considered Mr S’s complaint but didn’t uphold it. They said that Legal and General had done what they expected them to do. Mr S remained unhappy and so asked for the complaint to be considered by an Ombudsman. He said that Legal and General had been provided with alternative options and various documents to evidence his identification.

What I’ve decided – and why

At the outset I think it is useful to explain the role of this Service. This Service isn’t intended to regulate or punish businesses for their conduct, instead this Service looks to resolve individual complaints between a consumer and a business.

When considering what’s fair and reasonable in the circumstances, I need to take account of relevant law and regulations, regulator’s rules, guidance and standards, codes of

practice and, where appropriate, what I consider to have been good industry practice at the relevant time.

I have considered all of the evidence and arguments both parties have provided to this Service to decide what's fair and reasonable in the circumstances of this complaint. I appreciate this will come as a disappointment to Mr S, but having done so I'm not upholding his complaint. I will go on to explain why.

Legal and General have now made Mr S's back payments and they have awarded him 8% simple interest per annum on those payments. This is a fair way for them to have resolved this part of Mr S's complaint and is in line with what I would have awarded to resolve this part of the complaint, had Legal and General not already awarded this. The remaining part of Mr S's complaint, and what I have considered, is the service that he received from Legal and General.

I appreciate that Mr S found himself in a stressful situation. From the information provided I can see that Mr S didn't appear to have a permanent residence, had suffered some theft of his personal belongings and due to where he was located it was difficult for him to communicate with Legal and General. In this situation I would expect Legal and General to provide Mr S with clear information and attempt, within their regulatory obligations, to assist him to find a solution where possible.

I have seen emails Legal and General sent to Mr S which provided him with clear instructions on what they needed from him in order for them to resume making his annuity payments. This is what I would have expected them to do under these circumstances.

I appreciate Mr S has said he offered alternative options to Legal and General. However, they have to follow regulatory rules and carry out checks prior to paying an annuity payment. So, some of the options Mr S suggested were not ones Legal and General were able to take forward. I can see that Legal and General tried to assist Mr S by suggesting he may have been able to open an account with an Electric Money Institution (EMI) because they would require less information from Mr S – for example some EMIs wouldn't have required his address history. Legal and General also contacted the British Embassy in the country Mr S was residing in, to ask if there was any other support that could be provided to him. I think this was the right thing for Legal and General to have done.

Mr S says he sent in various documents to Legal and General. But these documents needed to be in the correct format. For example, Legal and General needed his bank statements to show his name and address. I think Legal and General requesting these documents in this way was reasonable. The statements Mr S sent to Legal and General didn't contain all of the information required. Once the documents were received Legal and General made a backdated annuity payment including interest to Mr S.

Based on what I have been provided with, I can't agree that Legal and General acted incorrectly. They were unable to make any payments to Mr S until they had the required documents from him. They explored alternative options with Mr S and reached out to the British Embassy for support which I think was the correct thing for them to do. I don't think they could have done anymore.

My final decision

I appreciate this will come as a disappointment to Mr S but I'm not asking Legal and General Assurance Society Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 25 April 2025.

Ombudsman