

The complaint

Mr K complains that ReAssure Limited (ReAssure) caused delays to his requested withdrawal from his pension plan, causing financial loss.

What happened

Mr K has a pension plan with ReAssure from which he makes ad hoc withdrawals. On 22 March 2023, Mr K called ReAssure to request a £4,000 income withdrawal. ReAssure told him that he could make the withdrawal through its website. It then explained step-by-step how this could be done.

ReAssure said it received the withdrawal request on 22 March 2023.

ReAssure said it sent a letter on 29 March 2023 telling Mr K what he needed to do to get the payment. It said he needed to provide a bank statement. Mr K said he didn't receive this letter.

On 3 April 2023, Mr K called ReAssure as he hadn't received the £4,000 he'd requested. ReAssure told him that it had received his request for the payment. But that it'd written to him to tell him it needed him to provide a hard copy of a bank statement by post. It said it needed this because the last payment had been made over a year ago. Mr K said he was very surprised and annoyed as he felt ReAssure hadn't asked for this before. He said the details of his bank account hadn't changed. The call handler said that it had previously needed to check Mr K's bank details on an earlier payment, but that it had done this by phone.

Mr K said that he'd decided to make the withdrawal because the stock market was doing well. He now felt that because the market had fallen since his request that he'd lose out. He also felt that ReAssure had instructed him to go online for his payment.

Mr K asked the call handler where in the plan documentation it said that a bank statement would need to be provided if no payment had been made for more than a year. He felt that if ReAssure had been unable to process his payment request quickly it should've let him know immediately, not by post. He felt it should've emailed him to ask him for his bank statement as soon as it realised it was needed. He said the request was causing delays. And that although he'd been told that it would be easier to make the withdrawal request online, this wasn't right. He said it was his money and he wanted to take it all out. He felt he should have the right to do what he liked with his money. But that ReAssure had prevented him from doing so for at least two weeks.

Mr K said he wanted to send his bank statement by recorded delivery rather than by email as he didn't want to use email.

Towards the end of the 3 April 2023 call, the call handler told Mr K that once it had received the bank statement, the funds would either be confirmed as at the 22 March 2023, when Mr K had made his initial request, or the date ReAssure received the bank statement. Mr K said: "*Whichever's best*". And the call handler replied: "*We don't want to inhibit you on using your*

funds". Mr K said ReAssure had done just that. He said: "*The fact that I didn't need it is something you don't know. It could've been very important that I got it quickly*". He felt that the withdrawal request form should've stated that ReAssure would need a bank statement because he hadn't made a request for over a year. He felt it had changed the rules. Mr K made a complaint.

ReAssure sent Mr K a letter on 5 April 2023 to acknowledge that he was unhappy with its claim process. It said it would investigate. This letter had most of Mr K's address correct. But included "London" rather than his actual town. Mr K said he received this letter.

Mr K called ReAssure on 6 April 2023 as he still hadn't received the 29 March 2023 letter. At this point, ReAssure told him he could email a copy of his bank statement. It said it didn't usually allow this but would do so in this case to speed up the process. It also told Mr K that the bank statement would need to be verified by its Technical Team after it was received. Mr K asked ReAssure if there was a way that his withdrawal could be backdated to the previous tax year. He said that the call handler told him that it would ask if this was possible.

Mr K called ReAssure again on 11 April 2023. He said it told him that his request for the payment to be backdated had been raised but not answered. And that he'd asked for a withdrawal pack to be sent to him as he was considering his options given the delays.

Mr K said he spoke to ReAssure again on 12 April 2023. He said the call handler had been surprised that he'd been told that an email copy of his bank statement would be acceptable. So he'd immediately sent a hard copy to ReAssure. Mr K said he'd asked to speak to a manager and that he was told someone would call in two days.

ReAssure issued its final response to the complaint on 13 April 2023. It again sent this to an address that incorrectly had London in it. Mr K said he didn't receive this letter.

ReAssure didn't think it'd done anything wrong. It said that it had followed the correct procedure and asked for the correct requirements from Mr K in order to pay the withdrawal he'd requested. It said that its processing team had run the necessary online verification checks after receiving his request. But that this hadn't provided sufficient information to proceed, so it'd then requested a bank statement from Mr K by letter on 29 March 2023. It said this had been requested within the processing timescales. It said that its call handler had told Mr K why the bank statement had been required on 3 April 2023.

ReAssure also said that its call handler had told Mr K on 6 April 2023 that an emailed copy of his bank statement would need to be verified by its Technical Team, as it didn't usually accept emailed copies. It said it had received an email from Mr K with his bank statement on Sunday 9 April 2023. And that it had scanned this to his policy on 11 April 2023 due to the intervening bank holiday. It said the bank statement had been passed to the relevant team for checking.

ReAssure said it couldn't backdate Mr K's withdrawal payment as the cut-off date for payments in the previous tax year had already passed. It apologised for the inconvenience this matter caused Mr K. But said that it often needed further information for the protection of its customers and their money. And that it couldn't foresee the requirements in this case until it began to process the claim.

Mr K said that he rang the police on 16 April 2023 as he was increasingly concerned about the situation.

Mr K called ReAssure on 17 April 2023. He said he'd had to wait an hour and 15 minutes in the queue before he got through. He told the call handler that he'd called the police the

previous day as the situation seemed like fraud. He asked it to confirm that his bank statement had been acceptable.

The call handler confirmed that the payment had been approved and that Mr K would receive the funds in the next day or two. She said that the claim had been run on 11 April 2023 and therefore would be taxed this tax year. She said she was unsure about whether it could be backdated when Mr K's complaint was investigated, but that she'd ask. She apologised because a manager hadn't made a call that Mr K had been promised. He said he'd stayed in for two days waiting for that call. The call handler also said that she would arrange for the manager to call back.

Mr K said that the delayed payment meant that if he made another withdrawal now it would cost him £800 in tax. He felt that he'd been told the payment would be backdated.

Mr K said that the manager called later that day and told him that the payment couldn't be backdated. And that it should've been clear that ten days were needed to process the payment. He felt that this meant that his requested withdrawal should still have been able to go through in the previous tax year.

Mr K said that when he received the payment he'd requested, almost £800 had been deducted for tax as the withdrawal had been processed in the current financial year, rather the previous when in which he'd made the withdrawal request. He said he asked for a further complaint to be raised concerning the delay and the tax impact.

ReAssure wrote to Mr K on 15 May 2023 to acknowledge a call he'd made to it on 12 May 2023. It said it was sorry he was dissatisfied with the outcome of his complaint. And that it was re-investigating it. Mr K replied the following day to say that he was yet to receive an outcome from his initial complaint, so he couldn't be dissatisfied with something he hadn't had. He said that he'd asked for a second complaint to be instigated about what he felt was the incorrect deduction of tax.

Mr K was unhappy with ReAssure's response to his initial complaint. So he referred his complaint to this service. He said he'd missed out on the purchase of a boat that he'd intended buying with the money. And that he'd received £800 less than he'd expected and would have to wait a year for that to be refunded by HMRC. He also said that he couldn't withdraw another lump sum in the current tax year without incurring a further tax liability.

Mr K said he wanted an explanation about why his payment took so long to be processed and why ReAssure had required confirmation of his bank details. He said that his bank account had never changed since his pension plan had been in operation. He also felt he'd suffered financially. He wanted his payment to be backdated and the tax reversed so that he could make another withdrawal in the current financial year. He also wanted to know why the Complaints Department had ignored all his requests for updates and information.

Our investigator didn't think the complaint should be upheld. He felt that ReAssure hadn't caused any unnecessary delays. While he acknowledged that Mr K was frustrated at having to provide a bank statement when nothing had changed, he felt that ReAssure had acted reasonably when it had requested the information it needed to complete its verification checks. He also felt that ReAssure had processed the withdrawal in line with its service level agreements.

Mr K didn't agree with our investigator. He made the following points:

- the customer service he'd received from ReAssure was appalling. He said he'd had no feedback from his numerous calls and emails. He also said he didn't receive

ReAssure's final response letter.

- He felt he had been financially disadvantaged by the delay in receiving the payment and by the deduction of tax. He also felt the delay meant that he couldn't make a further withdrawal until the next tax year.

Our investigator told ReAssure that it appeared it'd incorrectly recorded Mr K's address as being in London. He felt that this may have caused a lower risk score, which could've led to its requirement for the provision of a bank statement.

ReAssure told our investigator that it only had one line of Mr K's address recorded incorrectly. And that the first line of the address and postcode, which the system should use to pick up the client's details, were both correct. But it ran the check again using the correct town and said that it gave the same result as the incorrect address had.

After considering ReAssure's confirmation that the incorrect address hadn't caused a change in the risk score, and Mr K's points, our investigator still didn't think that the complaint should be upheld.

Mr K told this service that he'd had other issues with ReAssure. He said he'd initiated two new complaints with it. Our investigator told Mr K that if the outcome of those complaints was unsatisfactory he could refer them to this service.

As agreement couldn't be reached, the complaint came to me for a review.

I issued my provisional decision on 31 May 2024. It said:

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 intend to uphold it. While I agree with our investigator that ReAssure didn't cause any unnecessary delays to Mr K's withdrawal request. I'm persuaded that it's more likely than not that the incorrect address ReAssure held for Mr K caused the final response letter to not be delivered to him. I think that this delivery failure led to distress and inconvenience that could've been avoided. Although I've asked ReAssure to explain how it held incorrect address details for Mr K, it hasn't responded. In the absence of other evidence, I therefore hold ReAssure responsible for the address it held being incorrect. I'll explain the reasons for my decision.

Before I start, I want to explain that this decision covers only Mr K's complaint to ReAssure about the claim process and whether ReAssure caused unnecessary delays to his withdrawal request.

I first considered if ReAssure caused unnecessary delays.

Did ReAssure cause unnecessary delays?

Mr K told this service that he understands that ReAssure's process is for withdrawal requests to be processed in ten working days. He said that he therefore assumed that, when he called it on 22 March 2023 to make the withdrawal request, there was enough time for him to receive the payment in the correct tax year. He said this was the reason he didn't explicitly ask ReAssure if the payment could be made in that tax year.

ReAssure said that when its online checks didn't provide sufficient information to proceed with payment, it had to request further details from Mr K. It said it couldn't have known at the

start of the process that it would need such additional information. And that it wrote to Mr K on 29 March 2023 to tell him what it needed.

The evidence shows that ReAssure received Mr K's withdrawal request on 22 March 2023. And that five working days later it sent Mr K a letter telling him what it needed and why. ReAssure said that this was therefore processed within its 10-working day service standard.

I understand that Mr K didn't receive this letter. I'll consider the issue of the incorrect address ReAssure held for Mr K later on in my decision.

As Mr K didn't know what was happening with his withdrawal request, having not received the 29 March 2023 letter, or the payment itself, he called ReAssure on 3 April 2023. I think this was a reasonable and understandable step to take at this point.

In the 3 April 2023 call between Mr K and ReAssure, the call handler explained the reason ReAssure needed a bank statement. And said that it would need a hard copy to be sent. Having listened to that call, I note that while Mr K was unhappy with the requirement for the bank statement given he felt it was a change to the usual process, and his bank account details hadn't changed, he wasn't unhappy about the fact that ReAssure needed him to send a hard copy. He said he didn't want to use email.

During this call, Mr K told ReAssure that when it had needed further verification for him, it should've let him know immediately, not by post. While I have sympathy with Mr K's position here, I can't reasonably say that ReAssure should've taken the action he felt it should. I say this because I'm persuaded that ReAssure followed its normal process when it wrote to Mr K to outline its requirements.

This service isn't the regulator, so we don't have the power to tell a business how it should operate. And I've not been provided with any evidence that ReAssure treated Mr K unfairly when it wrote to him to ask him for the documentation it needed to process his request. I also note that Mr K had given ReAssure no indication up to this point that he needed the payment to be made before the end of the current tax year. So ReAssure had no reason to expedite his claim, even if it had been able to.

I'm satisfied that after the 3 April 2023 call, Mr K knew what was required and why, even if he didn't agree with it. But I can see that he didn't email in the bank statement until 9 April 2023. I'm also satisfied that ReAssure had made it clear to Mr K that emailing the bank statement rather than sending in a hard copy didn't mean that ReAssure's verification process would be passed more quickly.

ReAssure said it had received an email from Mr K with his bank statement on Sunday 9 April 2023. This was the Easter weekend, so there was a bank holiday the next day. ReAssure said it had scanned the statement to Mr K's policy on 11 April 2023 – this was the first working day after the email was received. ReAssure then passed the bank statement to the relevant team for checking.

I understand that the payment was approved on 17 April 2023. This was four working days after ReAssure's requirement had been met. And well within the 10-working day service standard.

I've carefully considered whether the fact that ReAssure held a slightly incorrect address for Mr K caused any delays. It could be argued that Mr K could've expected to receive a correctly addressed letter two working days after it was posted, so on 31 March 2023. Although I acknowledge that this would've been one working day before Mr K called ReAssure on 3 April 2023 to chase his withdrawal request, I'm satisfied that he was given all

the information he needed to ensure his payment could be processed during that call. And even if I then add that extra working day onto the four working days I consider ReAssure took to process the withdrawal request after Mr K had provided his bank statement, the five working days I then get to don't breach ReAssure's normal service standard.

Therefore I'm not persuaded that ReAssure did cause unnecessary delays to the payment.

As I've found that ReAssure followed its usual process within its service level agreements, I can't reasonably say that it caused unnecessary delays. Therefore I can't reasonably ask it to backdate the withdrawal payment to the previous tax year.

I can also see that Mr K said that he missed out on buying a boat due to the late payment. But again, as I haven't found that ReAssure caused unnecessary delays, I can't consider this point further.

I do acknowledge that Mr K feels that he's now got to wait to receive a tax overpayment from HMRC. I also acknowledge that he felt he couldn't make another withdrawal in the 2023 – 2024 tax year due to his March 2023 withdrawal request only being completed in the following tax year. But, as I've noted above, I've not found that ReAssure caused any unnecessary delays. So I can't fairly ask it to alter the date the payment was made.

Although I don't consider that ReAssure caused any unnecessary delays, I am of the view that the incorrect address meant that some letters didn't get through to Mr K. And that this led to distress and inconvenience for him that could otherwise have been avoided. So I've gone on to consider that. I've also considered the conflicting information Mr K said he received about whether or not he could email his bank statement.

Distress and inconvenience

I first considered the confusion over whether an emailed bank statement would be sufficient. The evidence shows that although ReAssure made it clear on the 3 April 2023 call that it would need a hard copy bank statement to be sent to it, it then agreed to allow Mr K to email his bank statement when he called it on 6 April 2023. And that it explained at the time that an emailed copy would need to be verified by its Technical Team.

The evidence also shows that there was some confusion over this during another call between Mr K and ReAssure on 12 April 2023, when the call handler had been surprised that Mr K had been told an emailed copy would be acceptable. This caused Mr K to immediately send a further hard copy to ReAssure. I think that given the delays Mr K already felt he was experiencing this would've been frustrating and concerning.

Mr K also said that during the 12 April 2023 call he'd asked to speak to a manager and that he was told someone would call in two days. He said he'd then waited in for two days, but that the promised call never came. Again, this would've been both extremely frustrating and inconvenient.

Mr K said that he didn't receive ReAssure's 29 March 2023 letter which told him what he needed to do to get the payment. He also said that he didn't receive the 13 April 2023 final response letter. The evidence shows that ReAssure sent both of these letters to an address that incorrectly had London in it, rather than Mr K's actual town.

ReAssure said that the address it held for Mr K had the correct first line and postcode. And it has also provided evidence that the incorrect address didn't affect the verification process. Mr K has also said that he had never had any problems receiving post from ReAssure before. He said that he first noticed that his address wasn't right on 4 April 2024. And that

he'd immediately emailed ReAssure to ask for it to be corrected.

As I noted earlier in my decision, I'm persuaded that it's more likely than not that the incorrect address ReAssure held for Mr K caused both the 29 March 2023 letter and the final response letter to not be delivered to him. And I consider that this delivery failure led to distress and inconvenience that could've been avoided. If Mr K had received the two letters I've noted he would've better understood the situation and wouldn't have needed to make all the calls he had to make.

ReAssure has failed to explain to this service how it came to hold the wrong address for Mr K. I therefore hold ReAssure responsible for the address it held being incorrect.

Had Mr K received the 29 March 2023 letter, I don't think he would've needed to make the call he made to ReAssure on 3 April 2023. And if he'd received the final response letter, I don't think he would've been so concerned that he'd had to call the police. He also wouldn't have needed to call ReAssure on 17 April 2023, when he had to wait an hour and 15 minutes in the queue before he got through. Therefore I consider that, unless ReAssure can provide evidence that it wasn't responsible for the incorrect address it held for Mr K, it should pay Mr K £300 for the distress and inconvenience caused by:

- the delivery failures I've highlighted;*
- the confusion it caused about whether or not the bank statement had to be a hard copy or not; and*
- the long call wait times and failure to return a promised call.*

I acknowledge that Mr K is also unhappy with ReAssure's complaint handling.

Consumers do sometimes tell this service that they're upset about how a business has looked into their complaint. When this happens, we have to carefully identify precisely what the complaint that's been referred to us is about, and whether it's within our jurisdiction.

If the complaint to us is solely about the complaints process, without any connection to the underlying financial service that the business provided, then we may not have jurisdiction to look at it.

In this case, Mr K is unhappy because he felt the Complaints Department had ignored all his requests for updates and information. As his complaint here isn't about the provision of, or failure to provide, a financial service, I'm unable to consider it as it's outside the scope of our jurisdiction.

Overall, I intend to uphold this complaint as I currently consider that ReAssure is responsible for the incorrect address it holds for Mr K. And I consider that this incorrect address led to distress and inconvenience for Mr K when he didn't receive important letters from ReAssure.

Response to my provisional decision

ReAssure didn't agree with my provisional decision. It felt there'd been no impact on Mr K as a result of having London in his address. And that he could've notified it about that at any point in the last 20 years. It made the following points:

1. Mr K couldn't have expected to receive ReAssure's 29 March 2023 letter before he'd called it on 3 April 2023 as ReAssure sends its letters Business Class not 1st class.

2. Mr K was aware of ReAssure's requirements well within 10 working days.
3. There had been no material difference to the outcome of the payment.
4. ReAssure acknowledged that the town/city wasn't correct on the letters, but said that it understood that Royal Mail used postcodes to deliver the post. It said Royal Mail's systems read the postcode from an address given on a letter. ReAssure said that Mr K's address had been incorrect since 2004, following a migration onto a new system. It said that other post had successfully been sent to Mr K. And that he hadn't previously made it aware of the issue.

Mr K made the following points:

1. he said that I'd failed to mention that Reassure had told him that making the request online would make the process faster.
2. he said that during the 3 April 2023 call, the agent told him that his request could be backdated to 22 March 2023 or whatever was best for him once the bank statement was received so that he wouldn't be financially disadvantaged. He said he'd agreed to that.
3. he said that during the 3 April 2023 call, the agent had explicitly told him that he needed to post a copy of his bank statement and that he couldn't send it by email. But when he called ReAssure on 6 April 2023, a different agent told him that he could send the statement by email, although that wasn't normal practice.
4. Mr K also felt that ReAssure had lied to this service when it had told us it received an email from him on 9 April 2023 with his bank statement. He provided evidence that he'd sent the email on 6 April 2023 at 6.16 pm.
5. He didn't agree that he hadn't been financially disadvantaged by the delay in withdrawing his money. He felt I'd totally missed the point of his complaint which was that ReAssure had illegally held onto his funds. He also still felt that he should've been told that he would need to provide a bank statement given the length of time that had passed since the previous withdrawal.

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've considered ReAssure's points in order:

1. ReAssure didn't specify which sort of Business Class it uses for letters such as the 29 March 2023 one. So I looked at the Royal Mail website to see what services were available. This stated the following:

For mail which is not sorted prior to handing over to Royal Mail:

Business Mail 1st Class – delivery aim: next working day

Business Mail – delivery aim: within three working days after the day of posting

If you decide to sort your mail:

Business Mail 1st Class - delivery aim: next working day

Business Mail 2nd Class - delivery aim: within two working days after the day of posting

Business Mail Economy: delivery aim: within four working days after the day of posting.

Working days are six days per week Monday to Saturday

So from what I've seen, if ReAssure doesn't sort its mail prior to handing over to Royal Mail, the worst-case scenario is that a letter dated 29 March 2023 would've arrived 3 working days later on Saturday 1 April 2023.

If ReAssure sorts its own mail before passing on to Royal Mail, the latest date a letter posted on 29 March 2023 should arrive would be 4 working days later on 3 April 2023.

ReAssure hasn't time-stamped the 3 April 2023 call, so I don't know if Mr K called it before or after his post had arrived that day. But I think it's more likely than not that either ReAssure used one of Royal Mail's services which should've meant the 29 March 2023 letter had already arrived with Mr K, or that day's post had already arrived before he called ReAssure on 3 April 2023. Therefore I don't agree with ReAssure that Mr K couldn't have expected to receive its 29 March 2023 letter before he called it on 3 April 2023.

2. I agree with ReAssure that Mr K should've been aware of its requirements.
3. Mr K considers that there is a material difference to the outcome of the payment, given the tax year it was paid in. But I agree with ReAssure that it wasn't responsible for the payment being made in the tax year after the one in which Mr K wanted it to be paid, for the reasons I've already explained in my provisional decision.
4. I acknowledge ReAssure's points here. But I'm persuaded that the evidence shows that Mr K didn't receive either the 29 March 2023 letter or the final response letter. In the absence of other evidence to the contrary, I consider that it's more likely than not that the fact that the letters were incorrectly addressed, albeit only marginally, contributed to this failure.

In respect of ReAssure's final point, and as I noted in my provisional decision, Mr K said that he first noticed that his address wasn't right on 4 April 2024. And that he'd immediately emailed ReAssure to ask for it to be corrected.

I've also considered Mr K's points in order:

1. I didn't mention this point in my provisional decision because I didn't hear the agent say this to Mr K. However, from what I've seen, the online process could've been faster than the original process if the bank statement hadn't been required. I say this because ReAssure picked up the request the same day it was made.
2. As I noted in my provisional decision, towards the end of the 3 April 2023 call, the agent told Mr K that once ReAssure had received the bank statement, the funds would either be confirmed as at the 22 March 2023, when Mr K had made his initial request, or the date ReAssure received the bank statement. Mr K said: "*Whichever's best.*"

I can see that Mr K feels like the agent offered to ensure that Mr K would benefit from

whichever date was best for him. But, having listened to the call, I don't agree that he did.

I think the agent simply said that the funds would either be considered as at the 22 March 2023, or the date ReAssure received the bank statement. I'm not persuaded that he made Mr K an offer to guarantee the better of those two dates. So my view hasn't changed on this point.

3. I covered this point in my provisional decision.
4. ReAssure said it had received an email from Mr K with his bank statement on Sunday 9 April 2023. This was Easter Sunday, so not a working day.

I can see that Mr K did send an email with the bank statement on 6 April 2023. But he sent it after the end of that working day. The following day was a bank holiday, with the next working day not being until 11 April 2023.

From what ReAssure has said, it does appear that it initially picked up Mr K's email on a non-working day – 9 April 2023. But I don't have anything to add to what I noted in my provisional decision, as from what I've seen, ReAssure scanned the bank statement to Mr K's policy on the first working day after he sent it - 11 April 2023. Therefore I can't reasonably say it did anything wrong here.

5. I understand why Mr K is upset that his payment was made in the tax year after the one he would've liked it to have been paid in. But I explained in my provisional decision why I didn't think that ReAssure had caused any unnecessary delays. As such, I can't reasonably ask it to compensate Mr K for any financial losses he feels he's suffered.

Mr K said that his complaint was that ReAssure had illegally held on to his funds. But, having reviewed his initial submission to this service, I can't see that he's mentioned this before. In any event, I've not seen any evidence that ReAssure illegally held on to his funds.

I've also already covered Mr K's point about whether or not ReAssure should've told him that he needed to provide a bank statement given the length of time that had passed since the previous withdrawal in my provisional decision.

Having considered all of the new points raised, I remain of the view I set out in my provisional decision.

Putting things right

ReAssure Limited must pay Mr K £300 for the distress and inconvenience it had caused him.

My final decision

For the reasons set out above, I uphold Mr K's complaint. ReAssure Limited must pay Mr K £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 July 2024.

Jo Occleshaw
Ombudsman