

The complaint

Mr E complains that ReAssure Limited (ReAssure) paid his monthly annuity too late for him to pay his rent. He said this led to his forcible eviction and lost deposit. And that he had to rent a more expensive property after the eviction.

Mr E also complains that ReAssure still can't reliably pay his monthly annuity into his Spanish Bank account. He is therefore worried that there will be further issues, as there were in October 2025.

What happened

Mr E receives a monthly annuity from ReAssure on the 15th of every month. The payments were originally set up to be paid into his UK bank account.

Mr E contacted ReAssure on 7 March 2025 as he wanted his annuity to be paid into his Spanish bank account for tax purposes. ReAssure wrote to him the same day to explain that it needed a copy of a bank statement and a direct credit mandate so that it could arrange the payment.

Mr E then sent a copy of his UK bank statement. ReAssure wrote to him to explain it needed a copy of his Spanish bank statement. Mr E then sent this and ReAssure received it on 7 April 2025.

ReAssure wrote to Mr E on 10 April 2025 to let him know his annuity would increase to £1,626.78 each month. At the time, Mr E was renting a house in Spain for which his share of the rent was €375 each month.

There was an issue paying the annuity to Mr E's Spanish account. Call notes between Mr E and ReAssure show that it tried to make an ad-hoc payment to Mr E's Spanish account. And that it told him that he would shortly receive the money. But the Spanish bank rejected the payment. Mr E had to call ReAssure many times to find out what was happening. He raised a complaint.

Mr E said that his landlord forcibly evicted him without notice or paperwork in the early hours of 25 May 2025. He said that ReAssure's failure to pay his annuity on time meant he couldn't pay his monthly rent. And that ReAssure's repeated empty promises about the payment led to his landlord not believing that the rent would be paid. Due to the nature of the eviction, Mr E was unable to provide an eviction notice. But he provided ReAssure with photographs to evidence the eviction.

Mr E said that on the same day as the eviction, he was able to move into a property owned by a friend of a friend. He formalised a rental agreement for that property the following month. However, the agreed rent was considerably greater than the property from which he'd been evicted. He said it was €1,250 a month with a €2,500 deposit. Mr E told this service that rent prices were higher at this time because of the summer holidays.

ReAssure eventually paid Mr E's May annuity payment, which had been due on 15 May

2025, to his UK bank account on 4 June 2025. It wrote to Mr E on 5 June 2025 to tell him it would investigate why it hadn't been able to make the payment to his Spanish account.

ReAssure wrote to Mr E on 23 June 2025 to offer to pay him £2,000 compensation into his UK bank account to help him to secure new accommodation. It asked him for further information.

On 2 July 2025, Mr E wrote to ReAssure to tell it he'd secured a short-term tenancy in the property he'd moved into after his eviction. He said that as he'd forfeited the deposit on the property from which he'd been evicted he couldn't afford a new one. He accepted the £2,000 compensation as down payment. But said he needed more compensation to cover the shortfall in his rent.

On 8 July 2025, ReAssure tested its ability to pay into Mr E's Spanish bank account by sending a test £50. It asked Mr E to confirm that it had arrived. And said that without that confirmation, it couldn't pay his annuity to his Spanish account. It said it would send his July payment to his UK account. But if he was able to confirm receipt of the £50 it'd sent, it would send August's payment to his Spanish account.

Mr E confirmed to ReAssure that he'd received the £50 it'd sent on 11 July 2025.

On 25 July 2025, ReAssure wrote to Mr E to say that it'd reviewed his complaint and awarded a further £500 compensation.

On 30 July 2025, Mr E sent ReAssure the tenancy agreement for his previous property. He said he'd breached the terms of the agreement as he hadn't been able to pay the rent due to ReAssure's failure to pay his annuity.

ReAssure made Mr E's June, July and August annuity payments to his UK bank account. I understand that he received the first payment into his Spanish account in September 2025.

ReAssure issued its final response to the complaint on 1 September 2025. It apologised to Mr E about the late payment of the annuity and for the incorrect information it'd given him about his payment date. It confirmed that it sent Mr E's annuity payment on the 10th of each month to ensure the payment cleared no later than the 15th of the month. But noted that the date he should receive his funds remained on or shortly before the 15th.

ReAssure felt that the £2,500 compensation it'd paid was fair under the circumstances. It also said Mr E could keep an overpayment of around £115 and the £50 it'd used to test his Spanish account.

Unhappy, Mr E brought his complaint to this service. He wanted ReAssure to consider the additional rent he now needed to pay each month since being evicted, and a further three months to cover his notice period. He also wanted additional compensation for the time it was taking to resolve matters. Mr E said the situation was having a serious detrimental effect on his mental health. He said that if ReAssure had fulfilled its contractual obligations on 15 May 2025, none of the following events would've occurred.

On 15 October 2025, Mr E told this service that ReAssure had again failed to make his regular annuity payment in October 2025. Mr E raised a further complaint with ReAssure.

ReAssure issued its final response to the new complaint on 17 November 2025. It acknowledged that it hadn't processed the payment in time so that Mr E would receive it by 15th October 2025. It also said that it'd given him inaccurate information about the payment during a call. It apologised. And said it would pay him £250 compensation for the distress

and inconvenience caused. It arranged for the November 2025 annuity payment to be paid in advance so that it too wasn't paid late.

ReAssure told this service that it'd found out it was illegal to evict a tenant in Spain without prior notice. And that landlords could be prosecuted if they did. It provided a list of the evidence it required from Mr E for it to be able to review its complaint response. This included evidence of his original deposit and a copy of the eviction notice. And evidence of his new deposit and that he was now paying €1,250 a month. ReAssure also said it would consider bank statements if these showed a clear pattern of paying the rent. But it also noted discrepancies in the information Mr E had provided to date.

Mr E told this service that he couldn't afford to pursue the landlord who had evicted him in court.

Our investigator asked Mr E for further information. He said he needed this to safely understand the impact of ReAssure's error. He felt it was reasonable for ReAssure to require more evidence before it considered any further compensation.

Mr E then provided a statement from 12 November 2024 to 12 November 2025 for his Spanish bank account. He said he paid his landlord in cash. The statement therefore didn't show any payments of €1,250 to his new landlord.

Our investigator didn't think ReAssure needed to take any further action to put things right. He acknowledged that it'd made errors which meant that Mr E's income hadn't consistently been paid into his Spanish account. And that it'd also provided poor service.

Our investigator explained that this service carefully considers the impact of any errors a business makes. He said that he'd need to be satisfied that it was only the late payment in May 2025 that led to the eviction in order to consider recommending ReAssure covered the extra rent Mr E was now paying.

While he acknowledged Mr E's difficult situation, the stress of the eviction, and the fact that his current higher rent was causing more worry, he couldn't safely say that ReAssure's error was the main reason he'd been evicted. He therefore didn't consider that ReAssure should compensate Mr E for the additional rent he was now paying. Although he acknowledged Mr E had provided the tenancy agreement for his new property, he also felt that Mr E hadn't provided sufficient evidence about his arrangement with his current landlord.

Our investigator didn't doubt that ReAssure's error and poor service had had a considerable impact on Mr E. But he felt that the £2,500 compensation ReAssure had already paid him was reasonable. He also felt that the £250 compensation it had offered for the late payment of the October 2025 payment was reasonable.

Mr E didn't agree with our investigator. He still felt that ReAssure had caused his eviction through failing to make the May 2025 annuity on time. He provided further testimony about his rental agreements. He said before he'd moved to the flat from which he was evicted, he'd paid a monthly rent of €750. And that he'd never missed a payment in three years. He said it was impossible for him to pay €1,250 rent each month.

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

As I agreed with our investigator that it was reasonable for ReAssure to require further evidence of the costs Mr E said he'd incurred, I asked him for further information. I have considered the information Mr E provided alongside his earlier submissions in making my decision.

Mr E has today told this service that ReAssure has provided him with further incorrect information during a phone call. While my decision here covers the issues he's faced with ReAssure up to and including the late payment of the October 2025 annuity, Mr E will have to raise any new complaint points with ReAssure as a new complaint before this service can consider it.

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 not going to require ReAssure to take any further steps to put things right. I agree with our investigator that it's reasonable for ReAssure to need the information it has told this service it needs before it can reconsider its complaint response. And I'm not persuaded that Mr E has provided that evidence. I know my decision will be disappointing to Mr E. I'll explain the reasons for it.

I would firstly like to reassure Mr E that I have taken his individual circumstances into consideration when making my decision. I'm grateful for the substantial background information he has provided.

I've first considered the information Mr E has provided to see if it meets what I think are ReAssure's reasonable requirements.

Does the information Mr E has provided meet ReAssure's reasonable requirements?

Before the complaint came to me, ReAssure noted some issues with the evidence Mr E had provided. It said the original tenancy agreement he'd provided wasn't signed and didn't show the monthly amount of rent he'd said he was paying. It also said the tenancy agreement noted that a deposit of €1700 had to be paid in advance, but noted that €750 had already been paid. ReAssure also said it had yet to receive evidence that Mr E's rent on the flat from which he'd been evicted was up-to-date before it had delayed the May 2025 annuity payment.

ReAssure wanted evidence about Mr E's new rental agreement, including the deposit he'd had to pay and his rent commitment.

I asked Mr E to confirm the amount of deposit he had personally lost when he was evicted, with evidence. He said he and his flatmate had to pay the first month's rent plus €1500 as deposit. And that they'd also had to pay a "finder's fee" of €750. He said he had to pay this in cash, as it was illegal to ask for it. He said his rent was due on the 18th of every month. But the tenancy agreement he provided said the rent had to be paid in advance, within the first five days of the month. Given this information, I'm persuaded that Mr E's share of the deposit was €750.

I say this because the tenancy agreement states that the rent is due in advance. So the only deposit I can reasonably consider lost is Mr E's share of the €1500 deposit, which is €750. I can't fairly consider the finder's fee to be lost as Mr E has told this service it was requested illegally. There's also no evidence that he was required to pay a further finder's fee for his current property. I'm therefore satisfied that the total deposit Mr E lost when he was evicted was €750.

I also asked Mr E to confirm – with evidence – the amount of deposit he'd paid to his new landlord. While he said he'd paid €2,500, he said he'd made the payments on an ad-hoc basis, in cash. Additionally, I asked Mr E to explain why none of the evidence he'd provided

showed the €1,250 rent he said he now had to pay. He said he paid this as and when he could, rather than the whole amount in one payment.

Having carefully considered all of the information Mr E has submitted, I'm not persuaded that it meets ReAssure's reasonable requirements. As such, I can't fairly ask it to pay him further compensation to cover the additional rent he now has to pay.

I've gone on to consider whether the eviction was a reasonably foreseeable consequence of ReAssure's payment delay.

Something going wrong – like the delayed annuity payment - can start a chain of events. But I need to consider whether it's fair to hold ReAssure responsible for everything that happened after that delayed payment. That means considering whether Mr E's eviction, loss of deposit and increased rent were reasonably foreseeable results of the delayed payment.

Did the payment delay cause the eviction and all of the related consequences?

In this case, ReAssure delayed the payment of Mr E's annuity by almost three weeks. He said this caused him to not be able to pay his rent of €375 and to be forcibly evicted. And that this resulted in the loss of his deposit.

I acknowledge how strongly Mr E feels that ReAssure's delayed payment caused his eviction and his subsequent additional costs. I appreciate that he told this service that before he'd moved to the flat where his share of the rent was €375, he'd spent three years in another property in which he'd managed the monthly rent of €750. But that it was now impossible for him to pay the €1,250 rent each month he had been forced to pay given he'd had to find accommodation during the expensive summer months.

While I can't know what would've happened if ReAssure hadn't delayed the May 2025 payment, I'm not persuaded that it was foreseeable that when ReAssure caused a three-week delay to the payment of £1,500 – more than four times the rent Mr E said he was paying at the time – that this was the sole cause of his eviction.

I say this because while the tenancy agreement required Mr E to pay his rent in advance in the first five days of the month, the evidence provided doesn't show that Mr E did so. And while Mr E said he'd had no trouble paying €750 a month in rent for the three years before he'd moved into the property from which he was evicted, the evidence suggests that he had some issues paying his €375 a month rent on time. On balance of probabilities, I consider that even if ReAssure hadn't delayed the payment, Mr E might've been evicted. Therefore I can't fairly require ReAssure to compensate Mr E for the additional rent he is now paying.

I've gone on to consider whether the compensation ReAssure has paid Mr E is fair under the circumstances of the complaint.

Distress and inconvenience

ReAssure has paid Mr E £2,500 for the impact of its late payment of the May 2025 annuity and his accommodation issues. It has also paid him £250 for the late payment of the October 2025 annuity.

Mr E said the situation was having a serious detrimental effect on his mental health. He also felt the length of time it was taking ReAssure to resolve the payment issue warranted additional compensation.

Mr E has needed to regularly call ReAssure to try and resolve the payment issue. I can also

see that ReAssure didn't always provide clear information about what was happening. This led to Mr E being told he would shortly receive the payment, but the payment then not being made. I appreciate how concerning and frustrating this must've been, especially as Mr E relied on the annuity payment. I can also see that this concern continued as ReAssure also delayed the October 2025 payment.

However, I agree with our investigator that ReAssure handled the October 2025 delay reasonably when it sent the November 2025 payment to ensure that wouldn't also be late. And paid Mr E a further £250 compensation.

I can see that ReAssure understands the issue and is taking steps to fix it. While I acknowledge that this situation continues to cause concern and frustration, I agree with our investigator that this service doesn't have the power to require ReAssure to do more. As I noted earlier, if there are any further payment issues, Mr E can make a separate complaint to ReAssure.

While I don't underestimate the difficult situation Mr E finds himself in, and the incredible stress he's been under, I'm satisfied that the £2,750 ReAssure has paid him for the distress and inconvenience it caused him is reasonable. So, I'm not asking ReAssure to do anything further. And I don't uphold the complaint.

My final decision

For the reasons explained above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 7 January 2026.

Jo Occleshaw
Ombudsman