

The complaint

Mr C complains that Legal and General Assurance Society Limited combined his two separate ReAssure pension policies to provide an annuity. Mr C says that asking to take benefits from both policies, is not the same as combining both.

What happened

The investigator in his letter of recommendation to Mr C set out the background to this complaint, for ease of reference I have included an amended copy of this below:

'On 25 November 2024, you had a telephone conversation with Legal and General about getting an annuity quote. The call handler took you through your options and as part of this, they asked you whether you wanted to combine your pension policies. You indicated that you would like to combine them to save you receiving separate payments.

On 31 March 2025 you completed an application form for a Legal and General Pension Annuity. In section 6 of this application under "Please give details of the scheme(s) you hold with ReAssure which you are using to buy this annuity" you listed two policies both valued on 15 July 2024 at £7,239.69 and £2,018.76 respectively. In section 8 of this form, there were several standard instructions that were agreed to as part of the application process. These included the following:

"I would like to take benefits from the plan(s) listed in Part 6 of this application."

"I authorise and instruct you to transfer the funds from the plan/arrangements(s) as listed in Part 6 of this application directly to Legal & General, and to provide any instruction and/or discharge required by any relevant third party to do so."

"I agree to the terms set out in the Declaration and the use of my information as described in the privacy policy."

Legal and General received the Annuity application on 1st April 2025.

On 4 April 2025, Legal and General entered the transfer request for the two ReAssure pension policies onto the Origo Options Transfer System which is an automated transfer system used to transfer investments and pensions between different providers.

On 23 April 2025, Legal and General received £5,438.02 and £2,012.27 in respect of your ReAssure pension pots (£7,450.29 in total).

On 30 April 2025, Legal and General wrote to you confirming that they had set up your annuity and enclosed your policy schedule. This confirmed that the start date was 23 April 2025 and that £7,450.29 had been received into the annuity.

On 18 August 2025, you wrote to Legal and General with your complaint. You enclosed a letter dated 17 April 2025 from ReAssure confirming payment from your two pension policies. You also enclosed a letter dated 6 August 2025 from ReAssure confirming two separate policies. You asked Legal and General to come back to you with a written

statement of the reasons why they omitted/combined the two policies. You asked Legal and General when and how they obtained your permission to do this.

Legal and General issued their final response to your complaint on 1 September 2025. They explained that in 2020, your pension policies were migrated from Legal and General to ReAssure who then became responsible for their administration. They confirmed that when you decided to take an annuity with them, they asked ReAssure to send them the funds from your pension policies. Legal and General confirmed that the form signed by you on 31 March 2025 gave them permission to obtain the funds for both policies in order to set up your annuity. They apologised for any confusion caused but said that they had acted in accordance with your instructions.'

The investigator didn't uphold the complaint. He said Mr C had agreed to Legal and General combining the policies and there was no evidence Mr C had suffered a loss.

Mr C didn't agree with the investigator's view and asked for a decision but didn't explain why.

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.

And having done so I don't think this complaint should be upheld for broadly the same reasons as the investigator.

The evidence shows Mr C was aware that the policies were to be combined and agreed to that. I've listened to the call on 25 November 2024 and the call handler asked if Mr C would like to combine the policies. Mr C asked what the difference was and the call handler explained he would get one payment for both policies rather than separate payments. And Mr C said to combine them then. Furthermore, I don't think this had a negative impact on Mr C. He didn't suffer any financial loss because of this, and he hasn't given any other reasons as to why he is unhappy with what occurred.

Going on the value Mr C put on his application form compared with the value used to purchase the annuities, it has decreased. I suspect Mr C believes combining the policies may have caused a reduction in value. But I think he is mistaken as combining the values to purchase one annuity rather than two, wouldn't decrease the value of the annuity. And ReAssure has confirmed this wouldn't make a difference. It also confirmed the values received from Legal and General. And in total these are lower than the values Mr C put on the application form. As the value of the policies can fluctuate, the most likely explanation is the funds held with ReAssure reduced in value before the annuity was purchased. I haven't seen any evidence that Legal and General caused delays.

As the business didn't make an error and there is no evidence of a financial loss, I won't be upholding this complaint.,

My final decision

I do not uphold this complaint and make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 April 2026.

Simon Hollingshead

Ombudsman