

The complaint

Mr C complains that ReAssure Limited ('ReAssure') sent correspondence to his previous address, sent his Tax-Free Cash ('TFC') by cheque – which was not received – despite having his bank details and failed to deal with his concerns or arrange for a manager to speak to him. Mr C says that these administrative failings have resulted in him suffering financial loss and distress and inconvenience.

What happened

There are several aspects to Mr C's complaint, and we've been provided with copies of the relevant correspondence. For ease, I've set out what happened in the form of the below timeline of events that I consider to be relevant to the subject matter of Mr C's complaint.

Timeline of events

13 March 2024: ReAssure wrote to Mr C, following his request for details of his pensions and the options available to him, at what transpired to be his old address. The letters set out his retirement options in relation to the policies Mr C held with ReAssure.

Unhappy with ReAssure's actions Mr C complained.

12 April 2024: ReAssure issued a final response letter explaining that it upheld Mr C's complaint. ReAssure explained that, when Mr C wrote to it on 29 February 2024 asking for details of the retirement benefits available to him under his policies with it, ReAssure didn't recognise that the correspondence was from a different address to that which it had on file for him and, as a result, its response was sent to his old address.

ReAssure noted that this will have impacted Mr C's ability to take benefits, so it said that if he submitted an application within 28 days of its letter then it would carry out a loss assessment to ensure that he wouldn't be worse off as a result of the delay in him taking benefits. ReAssure also acknowledged that the situation will have caused him inconvenience and offered him £300 compensation for this (confirming that a cheque would be sent within the next two weeks).

Mr C ultimately didn't take benefits within 28 days, so ReAssure's offer to carry out a loss assessment was rescinded.

9 April 2025: ReAssure wrote to Mr C at his current address, the letter said, *"it's time to start thinking about what to do with your pension"* and included a summary of his pensions and options at retirement.

In addition to a copy of this letter, ReAssure has also provided a copy of the envelope showing that this correspondence was returned to it as undelivered. This envelope has a handwritten note on it saying not known at address, with an arrow to the envelope window.

17 April 2025: ReAssure wrote to Mr C at his current address, the letter confirmed that £2,012.27 had been paid to a provider that I'll refer to as Provider L, to secure an annuity

and no TFC had been paid. It noted that the payment was in full and final settlement of the policy. In addition to a copy of this letter, ReAssure has also provided a copy of the envelope showing that this correspondence was returned to it as undelivered.

On the same date, ReAssure wrote to Mr C at the same address about his other policy. This letter confirmed that £5,438.02 had been sent to Provider L to secure an annuity and it had sent Mr C a cheque for his TFC of £1,812.68. It noted that the payment was in full and final settlement of the policy. In addition to a copy of this letter, ReAssure has also provided a copy of the envelope showing that this correspondence was returned to it as undelivered.

23 April 2025: Mr C's annuity with Provider L started.

Background to this complaint

On 30 June 2025, Mr C complained to ReAssure, he said he wanted a written explanation as to, amongst other things, the following:

- He had requested copies of documents sent to him in March 2024, why were these sent to an old address?
- Why had ReAssure not sent him a copy of the cheque for his TFC?
- Why was the TFC paid by cheque when he had submitted his bank details?
- Why was no manager available upon request?

Mr C initially also complained that his policies had been combined without his consent. However, it has since been confirmed that this wasn't something ReAssure did and he has complained separately about this issue. ReAssure has also confirmed that Mr C's bank details were provided to Provider L not to it.

Having not received a response, Mr C referred his complaint to our service.

ReAssure spoke with Mr C about his complaint on 6 August 2025, its internal call notes recorded that; it apologised for the delay in Mr C receiving his TFC and the lack of communication and offered him £250, Mr C confirmed that he was waiting for a response from the legal team. ReAssure asked Mr C to confirm if he wanted to receive his TFC by cheque or if he wanted to provide bank details so a payment could be made by transfer, he confirmed that he didn't want ReAssure to do anything until he had a response from this service.

ReAssure followed this conversation up by issuing its final response letter on the same day, it upheld Mr C's complaint. It explained that when Mr C requested copies of the March 2024 correspondence on 30 June 2025, this was sent to him, but it was his old address (from the March 2024 correspondence) that was showing through the envelope window, so these were sent to his old address again. Which, in addition to the delay in him receiving TFC, the lack of correspondence and ReAssure's failure to offer him a manager call back had caused distress and inconvenience, so ReAssure increased its offer to £300 compensation. ReAssure also confirmed that it wouldn't raise any payments for him until he confirmed it could do so.

When ReAssure provided its submissions to this service it explained that its offer of £300 compensation and the TFC owed plus interest remained open. However, it said that ReAssure should not be liable to pay additional interest because Mr C decided to await the outcome of the Financial Ombudsman Service's investigation and not receive payment in the interim. ReAssure also explained that it doesn't have Mr C's bank details but would arrange

payment of the £300 compensation, TFC and interest by bank transfer if provided with his bank details.

One of our investigators reviewed Mr C's complaint and concluded that ReAssure's offer was fair. Mr C disagreed with the investigator's findings. Briefly, he said:

- He hadn't seen evidence of correspondence sent to him returned to ReAssure. And, if correspondence sent to him was returned to sender, then he queried why ReAssure wouldn't have contacted him by other means to verify his address.
- He has submitted evidence of the incorrect address showing in the window of the envelope in correspondence sent.
- ReAssure has not provided evidence that the lump sum was processed in accordance with its terms and conditions.
- There were a number of issues with the service he received, including having to chase things multiple times.
- ReAssure's offer doesn't account for the time and money spent on printing correspondence and sending this by post and going to the post office.
- He didn't decline the offer of interest, he asked for a full response to his complaint and, because he didn't receive one, he referred his complaint to this service. And, ReAssure hasn't issued a cheque for the compensation offered.

Because agreement couldn't be reached, this complaint was passed to me for review. I sent Mr C and ReAssure my provisional decision, explaining why I thought Mr C's complaint should be upheld. ReAssure accepted my provisional decision. Mr C responded providing copies of correspondence exchanged with ReAssure and asked that the compensation awarded be increased to take into account the money he's spent on travel and post in attempting to resolve the issues he's faced in dealing with ReAssure. He also said, amongst other things, that:

- There were a number of instances where ReAssure didn't respond to him or treat his correspondence as a complaint.
- ReAssure used an incorrect address for him on several occasions.

Mr C also referenced some issues that didn't form part of this complaint, such as an amendment to his address in July 2025 and some more recent correspondence sent to the amended address, which Mr C says is incorrect.

Because these issues didn't form part of Mr C's original complaint, I can't now consider these as part of this complaint at this stage, ReAssure would need to have the opportunity to respond to these issues in the first instance. So, if Mr C remains unhappy about these issues and wants ReAssure to look into them then he'll have to contact ReAssure directly to explain this.

I asked Mr C to confirm in response to my provisional decision how he would like the compensation to be paid and, if it is by bank transfer, then to provide bank details directly to ReAssure to enable it to make this payment. Mr C didn't accept my provisional decision and didn't provide this information.

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 considered everything provided during the course of the complaint and Mr C's response to my provisional decision, my findings remain as set out in my provisional decision. So, I've largely reiterated these below. As highlighted above, I can't now consider the new issues raised as part of Mr C's response to my provisional decision – and relating to concerns that didn't previously form part of this complaint – as part of this complaint.

As I explained previously, the parties to this complaint have provided detailed submissions to support their respective positions. I'm grateful to them for taking the time to do so. I've considered these submissions in their entirety. However, I trust that they will not take the fact that my decision focuses on what I consider to be the central issues as a discourtesy. The purpose of this decision is not to address every point raised in detail, but to set out my findings, on what I consider to be the *main points*, and reasons for reaching them.

It's my role to fairly and reasonably decide if the respondent business (in this case ReAssure) has done anything wrong in respect of the individual circumstances of the complaint made and – if I find that the business has done something wrong – award appropriate redress for any material loss or distress and inconvenience suffered by the complainant (in this case Mr C) as a result of this.

When considering what is 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*. Ultimately, I'm required to make a decision that I consider to be fair and reasonable in all the circumstances of the case.

Correspondence issued to Mr C's old address

Correspondence was sent to an address that Mr C says he hasn't lived at for around 30 years. This originally happened in 2024, and it was the subject of a previous complaint in which ReAssure acknowledged its error and made an offer. Unfortunately, when Mr C requested copies of the March 2024 correspondence in June 2025 it appears that due to how the correspondence was placed in the envelope, it was the old address from the March 2024 correspondence that was showing through the envelope window.

ReAssure has acknowledged this error and it does appear that this was a mistake in how the correspondence was placed in the envelope rather than new correspondence being issued to the wrong address. That said, the correspondence – containing personal information – was ultimately sent to the wrong address. And, given that this correspondence had previously been sent to the wrong address, this was compounding a previous error.

I think this happening again reasonably caused Mr C distress and inconvenience.

Other correspondence issued in 2025

Other correspondence issued in 2025 was also not successfully delivered to Mr C. For example, the correspondence issued on 9 April 2025 and 17 April 2025, referenced in the timeline set out earlier in this decision.

This correspondence was returned to ReAssure as undelivered. The correspondence was correctly addressed to Mr C's current address and it's not in dispute that that address remains correct. So, I don't think this correspondence not being delivered was because of an error or failing on ReAssure's part.

ReAssure has provided copies of this correspondence and the envelopes but I haven't seen any evidence that it took action upon receipt of the returned correspondence. I think acting

fairly and reasonably ReAssure should have followed up with Mr C so that he was kept informed and so that, if anything was going wrong, this could have been rectified if possible. In the event, because the correspondence was correctly addressed and Mr C's preference appears to be for correspondence to be sent by post, I don't think anything would have changed in that respect – but, if ReAssure had followed up with him, he would have been kept better informed (including in relation to the TFC payment) and would have had the opportunity to look into what was going wrong at his end.

ReAssure has offered Mr C a total of £300 compensation for the above issues amongst other things (including the delay in payment of TFC addressed below and lack of communication in relation to this). When considering the impact that these issues had on Mr C – and in turn how much compensation he should be paid for this – I think it is important to note that all of this was happening at an important time (when he was looking to take benefits from his pensions) and some of these administrative issues were repeated over a two-year period.

What happened in 2024 was the subject of a separate complaint and these issues don't form part of this complaint. But I think the fact that Mr C faced ongoing issues and administrative errors is relevant to considering the impact the 2025 issues reasonably had on him and the concern that these caused at a time when he was making an important decision in relation to his pensions and then awaiting payment of benefits.

Taking everything into account, I think £500 for distress and inconvenience would be fair and reasonable under the circumstances.

I understand Mr C believes that an additional award should be made for the money he's spent on post in attempting to resolve the issues he's faced in dealing with ReAssure. Mr C has provided receipts for the postal charges he incurred. This was something that I had taken into consideration when I found that £500 compensation should be awarded in my provisional decision and I remain of the view that this is fair and reasonable under the circumstances.

Delay in payment of TFC

Mr C's TFC payment wasn't made when it should have been in April 2025, when he took benefits from his pensions. The correspondence that was issued – albeit not delivered – indicated that a cheque for his TFC payment had been sent to Mr C. As I understand it, this was not correct. Again, ReAssure has accepted that there was a delay in Mr C receiving his TFC payment and it has offered to pay the TFC either by cheque or by bank transfer (subject to Mr C providing his bank details) plus interest up until 6 August 2025, when the offer was originally made.

At the time the offer was made, Mr C had already referred his complaint to this service, and he didn't accept the offer on the basis that he wanted to consider the outcome of our review first. It isn't unreasonable for complainants to ask us to review the outcome of a complaint and them doing so shouldn't prevent them from receiving up to date compensation. But complainants should also take reasonable steps to prevent themselves from incurring additional losses.

As I understand it, the amount of TFC payable isn't in dispute and ReAssure's offer to pay the TFC in August 2025 wasn't made contingent on Mr C not pursuing his complaint about it. In the particular circumstances of this case, I think the offer in respect of the TFC payment is fair and reasonable, including capping the interest at the point the offer was originally made.

Overall, I think Mr C's complaint should be upheld but I think that the offer – in respect of the TFC and interest – ReAssure made is reasonable.

Putting things right

Compensation for the delay in payment of TFC

In line with its offer, ReAssure should pay Mr C the TFC owed either by cheque or by bank transfer (subject to Mr C providing ReAssure with his bank details). If Mr C accepts my final decision he should confirm in response – or to ReAssure direct – how he would like the compensation to be paid and, if it is by bank transfer, then provide bank details directly to ReAssure to enable it to make this payment.

ReAssure should also pay interest on the TFC payment at a rate of 8% simple per year from the date TFC should have been paid (as I understand it this was 17 April 2025) and up until 6 August 2025 when ReAssure offered to make the TFC payment plus interest.

Income tax may be payable on any interest paid. If ReAssure deducts income tax from the interest, it should tell Mr C how much has been taken off. If ReAssure deducts income tax from the interest, it should also give Mr C a tax deduction certificate in respect of interest if Mr C asks for one, so he can reclaim the tax on interest from HMRC if appropriate.

Distress and inconvenience

For the reasons set out above, I think that the administrative issues and delay that form part of Mr C's complaint caused him distress and inconvenience and I think ReAssure should pay him £500 compensation for this.

ReAssure must pay the compensation within 28 calendar days of the date on which we tell it Mr C accepts my final decision.

If ReAssure fails to pay the compensation by this date, it should pay 8% simple interest per year on the compensation, for the period following the deadline to the date of settlement.

My final decision

My final decision is that Mr C's complaint about ReAssure Limited is upheld. I direct ReAssure Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 March 2026.

Nicola Curnow
Ombudsman