



## Ombudsman's Determination

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| Applicant  | Mr S   |
| Scheme     | Lloyds Banking Group Your Tomorrow ( <b>the Scheme</b> ) |
| Respondent | ReAssure Limited ( <b>ReAssure</b> )                     |

## Outcome

1. I do not uphold Mr S' complaint and no further action is required by ReAssure.

## Complaint summary

2. Mr S has complained that ReAssure failed to notify Willis Towers Watson (**WTW**) that it had paid a transfer value (**TV**) into the Scheme account. He said that this failure caused a delay in investing the funds and meant that he purchased 920.41 units fewer than he would have had WTW invested the funds immediately.
3. Mr S has also complained that ReAssure has communicated poorly with him, WTW, and The Pensions Ombudsman (**TPO**).

## Background information, including submissions from the parties

4. The sequence of events is not in dispute, so I have only set out the salient points. I acknowledge there were other exchanges of information between all the parties.
5. On 5 October 2020, Mr S provided WTW with completed transfer documentation.
6. On 9 October 2020, WTW requested a TV illustration from ReAssure. Shortly afterwards, ReAssure provided a TV illustration which was accepted by Mr S.
7. On 29 October 2020, ReAssure completed the transfer and paid £33,568.91 to WTW.
8. The next day, ReAssure wrote to Mr S and confirmed that a TV of £33,568.91 had been paid to WTW (**the Confirmation Letter**).
9. On 9 November 2020, WTW contacted ReAssure and asked for an update on the payment of Mr S' TV.
10. On 18 November 2020, Mr S called WTW to see whether his TV had been received.

11. On 20 November 2020, WTW emailed Mr S and stated that the TV had not been received. It also wrote to ReAssure and asked for an update on the payment.
12. On 25 November 2020, Mr S called WTW and told it that the TV had been paid. He said that this was confirmed in the Confirmation Letter. WTW said that it needed proof of the date the TV paid, so it could reconcile its accounts and locate the TV payment. Mr S responded and confirmed that the payment was made on 29 October 2020.
13. Later that day, WTW confirmed to Mr S that his TV was received on 30 October 2020 and WTW also stated in writing it would contact him again once the investment had been made.
14. On 26 November 2020, WTW contacted ReAssure and asked it to confirm that the £33,568.91 it received, at the end of October 2020, related to Mr S. ReAssure responded the same day and confirmed the money was from Mr S' transfer.
15. On 7 December 2020, WTW invested Mr S' TV using the unit price of that day. The same day, WTW wrote to Mr S and confirmed that the transfer value had been invested in his Scheme account.
16. Following this, on an unknown date, Mr S raised a complaint with ReAssure. He said that it should have written to WTW and confirmed that the TV had been paid. He also complained that ReAssure failed to return his calls.
17. On 6 February 2021, ReAssure responded to Mr S' complaint. ReAssure provided a written apology and stated that a payment of £75, in recognition of its poor service, would be sent separately by cheque. ReAssure referred Mr S back to WTW regarding any investment loss.
18. On 22 February 2021, Mr S raised a complaint with WTW. Two days later, WTW replied and said that, in normal circumstances, it would have expected ReAssure to send it confirmation that the TV had been paid. It also said that Mr S should reject ReAssure's response to his complaint and suggested that he could request that ReAssure contact WTW directly in order to resolve the matter.
19. Later that day, Mr S rejected ReAssure's response to his complaint.
20. On 22 March 2021, Mr S chased ReAssure for an update on his complaint.
21. On 29 March 2021, ReAssure called WTW to discuss the complaint. WTW set out its position that the TV was received on 30 October 2020, with a reference of FP15540. It said that the reference should have read 1554016. It said that, due to the discrepancy, it was unable to allocate the funds.
22. In the period that followed, Mr S chased ReAssure and WTW multiple times for updates on his complaint. However, neither party provided a full response. He said the felt that he was stuck between the two parties.
23. On 21 April 2021, ReAssure set out its position to WTW. It said:-

- The correct payment reference was provided when it paid the TV on 29 October 2020.
- If WTW continues to argue that an incorrect reference was used, it should provide evidence of the incorrect reference.

24. On 25 May 2021, WTW outlined its position. It said:-

- That there was evidence that the incorrect reference was used and it provided a copy of the Scheme account which showed the transfer value reference was FP15540.
- It said that, even if the correct reference had been provided, the funds would not have been allocated until confirmation of payment had been received and reconciliation had been completed.

25. On 2 June 2021, Mr S brought his complaint to TPO. He said that WTW and ReAssure were blaming each other. So, he was unable to resolve his complaint.

26. On 7 July 2021, ReAssure provided Mr S and WTW with a copy of its internal payment document. This showed that the reference it used for the payment was 1554016, which was the reference that WTW said should have been used. ReAssure said that it would not respond to any further correspondence on this matter.

27. The next day WTW contacted ReAssure and said that, if the fault lies with WTW it would cover the cost of any lost units. In order for it to do this, it required a screenshot of the actual transaction showing the date the transaction was made. ReAssure responded on the same day and said that this was covered in the Confirmation Letter.

28. On 22 July 2021, WTW contacted Mr S and said that ReAssure had said it does not have to provide confirmation of payment of a TV. WTW said that it was of the view that this position was incorrect as there was a legislative requirement for ReAssure to provide confirmation that the funds have been transferred. WTW emailed Mr S and said, "I do not feel I will be unable (SIC) to resolve the complaint on your behalf and as such I have closed your complaint." It also enclosed details of its Internal Dispute Resolution Procedure (**IDRP**).

29. There were several exchanges of correspondence that followed, where both ReAssure and WTW blamed each other for the delays.

30. On 9 February 2022, TPO contacted ReAssure and WTW and asked for a response to Mr S' complaint.

31. On 7 March 2022, ReAssure provided its response to the complaint to the TPO adviser. The response stated that: -

- it had used the PRN provided by WTW when it paid the TV and that this could be seen on its payment system screen;
- it appears that the Faster Payment (**FP**) system amended the PRN which is outside of the business' control. As the FP system is used industry wide, it felt it more than reasonable to assume that WTW would have seen FP references before;
- the numbers in the PRN stated on the Scheme's account were very similar to the one provided by the WTW;
- it agreed it should have written to WTW confirming payment had been made but said it wrote to Mr S on 30 October 2020. It noted that Mr S would have received that letter by the time he chased WTW on 18 November 2020;
- it said that its failure to issue the Confirmation Letter to WTW did not cause the financial loss that Mr S has suffered. It said that WTW had more than one opportunity to reconcile the TV payment with its records.

32. Also on 7 March 2022, WTW provided its response to the TPO adviser. The response stated that: -

- Mr S has suffered a financial loss and that the payment reference shown in the Scheme account was FP15540;
- ReAssure did not send a letter to it confirming payment had been made whereas WTW always send such letters for transfers out stating that this is best practice; and
- monthly reconciliations are carried out on the Scheme account and that the transfer value would have been identified in the November 2020 reconciliation which would have alerted it to receipt before the end of that month.

33. Mr S was unhappy with the responses and asked for TPO to investigate the complaint further. TPO said that it was unable to investigate the WTW complaint until Mr S had completed its IDRPs.

34. On 15 August 2022, WTW issued its IDRPs response. It said it was unable to match the TV payment due to the issue with the reference number used. However, it accepted that there was a delay in actioning the appropriate reconciliation activity. It said it would adjust the units secured by the TV to reflect the fact the transfer value was received on 30 October 2020 and should have been invested on 2 November 2020. It also offered Mr S a payment of £500 in recognition of the distress and inconvenience it caused.

35. On 17 August 2022, Mr S spoke to TPO on the telephone. He explained that WTW had agreed to cover any financial loss associated with the late investment of his TV and make a payment of £500 in recognition of the distress and inconvenience. He acknowledged that, as there was no longer any financial loss, his complaint about ReAssure would be limited to distress and inconvenience. He said that he thought ReAssure should also pay £500 to recognise the distress and inconvenience it has caused.
36. Following the call, Mr S emailed TPO a copy of WTW's IDRPs response. He said that he was satisfied by the response so no further investigation into WTW was required. He said that ReAssure should continue to be investigated for the poor service it has provided and that he felt that it was equally responsible. So, ReAssure should, as a minimum, pay an amount equivalent to WTW.

### **Caseworker's Opinion**

37. Mr S' complaint was considered by one of our Caseworkers who concluded that no further action was required by ReAssure. The Caseworker's findings are summarised below:-
  - In cases where the Ombudsman agrees there has been maladministration, his response will be to put the Applicant back in the position they would have been had the error not occurred.
  - In this case, WTW has agreed that there was a delay in investing Mr S' TV and this caused financial loss. In its response, it has said that it would backdate the investment of the TV to the date that the payment should have been invested, had no errors occurred. So, WTW has put Mr S back in the position he would have been in but for the maladministration.
  - The financial loss has been corrected which left the issue regarding whether there was any maladministration from ReAssure that caused additional distress and inconvenience.
  - ReAssure was not responsible for the maladministration as the TV that was requested from it on 9 October 2020 was paid by the end of the month. This is well within the statutory time requirements.
  - From the evidence the Caseworker had seen, ReAssure did input the correct reference number when it paid WTW.
  - The Caseworker said that there was no legislative requirement for ReAssure to notify WTW of the payment of the TV. She accepted that this may have been useful, however, there was no legislative requirement for it to do so.
  - There were periods where Mr S would have felt that his complaint was being ignored, but, this cannot be attributed solely to ReAssure. ReAssure has

maintained its position that it was not responsible for the delay in the transfer funds being allocated and it has repeated this on several occasions.

38. Mr S did not accept the Caseworker's opinion and his complaint was passed to me to consider. I agree with the Caseworker's Opinion.

### **Ombudsman's decision**

39. Mr S has complained that ReAssure's failure to notify WTW that it had paid a TV into the Scheme account caused a delay in investing the funds which meant that he purchased 920.41 units fewer than he would have done had WTW invested the funds forthwith.
40. Mr S has also complained that ReAssure's communication with himself, WTW and TPO, was poor.
41. During its investigation into Mr S' complaint, WTW has decided to backdate Mr S' investments to the date the payment should have been invested had it allocated the TV payment immediately. So, there has been no financial loss.
42. Consequently, Mr S' complaint regarding ReAssure is limited to non-financial loss.
43. I find that ReAssure was not responsible for the maladministration as it paid the TV within a month, well within the statutory requirements.
44. I find that, on the balance of probabilities, ReAssure inputted the correct reference number when it paid WTW. ReAssure has provided my office with a screenshot of its database payment screen and this shows that it had inputted the receiving scheme reference as 1554016, which is what WTW was expecting.
45. I agree with the Caseworker that there is no legislative requirement for ReAssure to inform WTW when the TV had been paid.
46. I find there was no maladministration in the way that ReAssure completed the transfer, so, no basis on which ReAssure has any responsibility for the delay in WTW investing the funds.
47. I accept that there were periods where Mr S would have felt that his complaint was being ignored but this cannot be attributed solely to ReAssure. ReAssure was not responsible for the delay in the TV being invested.
48. I do not uphold Mr S' complaint.

### **Anthony Arter CBE**

Deputy Pensions Ombudsman  
22 May 2023