

Ombudsman's Determination

Applicant	Mr S
Scheme	ReAssure Stakeholder Plan (the Plan)
Respondents	ReAssure (ReAssure)

Outcome

1. Mr S' complaint against ReAssure is partly upheld. To put matters right, ReAssure shall ensure that all contributions are paid into the Plan and that Mr S is not financially disadvantaged by its maladministration. It shall fulfil all the terms of the Opinion as agreed.

Complaint summary

2. Mr S has complained that, despite ReAssure accepting the terms of the Caseworker's Opinion, it has failed to carry out all of the agreed terms.

Background information, including submissions from the parties

3. On 23 September 2002, Mr S joined the Plan which was then with Legal & General.
4. On 7 September 2020, the Plan was transferred as part of a bulk transfer of pension plans from Legal & General to ReAssure.
5. On 23 September 2020, Mr S began making regular monthly payments by direct debit instruction into the Plan. Mr S was able to check payments were allocated to the Plan, by accessing his account via an online portal (**the Online portal**).
6. On 3 February 2022, Mr S started working for Carrington Umbrella Ltd (**Carrington**), and he was due to retire in February 2025.
7. On 1 April 2022, Mr S contacted ReAssure to confirm its bank account details to enable Carrington to make salary sacrifice payments into the Plan. He advised ReAssure that Carrington would be making a number of these payments into the Plan.
8. On 1 April 2022, Carrington made a payment of £2,800 into the Plan.

9. On 21 April 2022, Mr S spoke to ReAssure to check it had received this payment. It advised him that the payment made by Carrington should have reached the Plan and in any event, would be escalated for payment.
10. On 28 April 2022, ReAssure wrote to Mr S asking him to provide additional information before it could credit the payment made by Carrington. It asked him to complete a Tax Relief Declaration form and provide evidence of his employment with Carrington.
11. On 5 May 2022, Carrington made a further payment of £2,800 into the Plan. It subsequently made three further salary sacrifice payments into the Plan between May 2022 and August 2022.
12. On 18 May 2022, Mr S contacted ReAssure to increase his monthly Plan direct debit payment. He was advised that he could instruct a change to this effect over the telephone.
13. On 22 May 2022, Mr S wrote to ReAssure, he enclosed a completed Tax Relief Declaration form and a letter provided by Carrington dated 18 May 2022, as evidence of his employment. In the letter, Mr S stated that the two payments of £2,800, totalling £5,600, had not been allocated to the Plan. He asked ReAssure to allocate both payments. He advised a further payment of £2,800 would be made by Carrington in June 2022. In the letter, Mr S also gave clear directions to ReAssure regarding how to invest all of the payments made by Carrington.
14. On 25 May 2022, Mr S formally complained to ReAssure that the payments made by Carrington had not been allocated to his Plan account, and that he had experienced difficulties in accessing the Online portal to check whether the Plan was up to date. He stated that ReAssure had made a number of administrative errors which included providing him with incorrect information. He said that despite the numerous occasions he had contacted ReAssure, the situation remained unresolved.
15. On 6 June 2022, ReAssure wrote to Mr S and stated that it needed some additional details before it could proceed to deal with his request. It asked him how much he wanted to pay into the Plan, whether this would be a regular amount, and how he wanted to invest these payments.
16. On 6 June 2022, Mr S contacted ReAssure by telephone. It advised him that the payments would not be allocated to his Plan account until after his request to increase his personal pension contribution had been processed. ReAssure stated that it had made an administrative error as the forms sent to him on 28 April 2022, were incomplete. It informed him there were further forms he needed to complete. Mr S was also advised that he could not change his regular monthly direct debit instruction over the phone and forms would need to be completed, signed, and returned.

17. On 8 June 2022, Mr S wrote to ReAssure to provide the information it requested. Mr S did not receive any written confirmation from ReAssure that his letter dated 22 May 2022, or this letter, were received.
18. On 27 June 2022, Mr S contacted ReAssure who confirmed over the telephone that it had received his letters dated 22 May 2022, and 8 June 2022, and that it had registered his complaint on 25 May 2022. Mr S did not receive any written correspondence from ReAssure to acknowledge his complaint until approximately a month later.
19. In July 2022, Mr S advised Carrington to cease making any payments into the Plan. He stated this was because he had lost confidence in ReAssure's ability to administer the Plan.
20. On 22 July 2022, ReAssure wrote to Mr S to acknowledge his complaint and advised it was not able to answer his enquiry at that time as the complaint was still under investigation. It advised him that it would contact him again in four weeks with an update.
21. On 26 July 2022, ReAssure wrote to Mr S. It acknowledged that his one-off contributions had not been applied to the Plan and that there had been a delay in applying the increase to his monthly contributions, which had now been increased from June 2022. It advised that it was now working on applying his one-off contributions as a priority, but it could not confirm when this would be completed as they needed to be applied manually. ReAssure apologised for the delays he had experienced and arranged for £300 to be transferred to his bank account in recognition of its errors.
22. On 9 August 2022, a payment of £2,800 was allocated to the Plan. The other four payments remained outstanding and when Mr S checked the Online portal, the total amount of payments listed for the tax year 2021-22 was incorrect.
23. On 16 August 2022, Mr S brought a complaint to The Pensions Ombudsman (**TPO**).
24. Mr S provided TPO with copies of online banking instructions, showing five payments made by Carrington into the Plan, covering the period from April 2022 to August 2022. In total, these payments amounted to £13,300. A breakdown of the payments has been included in the Appendix.
25. On 6 March 2023, Mr S contacted ReAssure and instructed it to reduce his monthly contribution paid via direct debit, from £529.22 to £240, effective for the scheduled 23 April 2023 payment. He informed ReAssure that he did not want his payment reduced in March, as he needed to ensure the reduction did not take place before the end of the 2022-23 tax year. ReAssure advised Mr S that it would not action any such changes to his contributions until the relevant forms were completed, signed, and returned by him. Furthermore, Mr S was informed that he would receive the forms in the post within five to ten working days.

26. On 7 March 2023, ReAssure wrote to Mr S. This letter stated that ReAssure were actioning the payment reduction for the March payment. Mr S was concerned that if this was correct, ReAssure actioned this change against the clear instructions he had given on 6 March 2023, and without it having received signed forms from him. He was also concerned that the pension tax relief against his earnings for the 2022-23 tax year would be reduced.
27. On 10 March 2023, ReAssure contacted Mr S to discuss the change in the payment instruction for his direct debit payments, which it said he had instructed for the payment to be taken on 23 March 2023 (**the March payment**). Mr S advised ReAssure that this was incorrect, as he had given clear instructions that the payment reduction was to be effective from April and there was to be no change to the March payment.
28. On 16 March 2023, ReAssure wrote to Mr S. It confirmed that his monthly pension contribution was to be reduced to £240 from 23 March 2023. The letter also stated that the March payment would be taken on or around 30 March 2023.
29. On 20 March 2023, ReAssure wrote another letter to Mr S and enclosed a form for him to sign to reduce his monthly pension contribution. This form stated that ReAssure had already updated his policy, and it only required a signature if he wanted to cancel the change.
30. On 23 March 2023, no money was taken by ReAssure via direct debit.
31. On 28 March 2023, Mr S called ReAssure to complain that the March payment had not been collected. Mr S informed ReAssure that he had not expected any change to the March payment, as he had not received any letter with forms to sign to change his direct debit payments. ReAssure stated that it could take a verbal instruction to change monthly contributions, contrary to what it had advised him previously.
32. During the call, Mr S stated that access to the Online portal had been blocked since 24 March 2023. He was concerned that he had not been given any prior warning or an explanation as to why he no longer had access. ReAssure advised him that this was because it was making manual changes to his account relating to the March payment. It also advised him that a payment of £240 was due to be taken from his account on 30 March 2023.
33. On 28 March 2023, Mr S brought a further complaint to ReAssure for the administrative errors made by it with regards to his direct debit payments into the Plan.
34. On 12 April 2023, Mr S contacted ReAssure. He informed it that the March payment had still not been taken and reiterated his complaint that he had not been able to access the Online portal since 24 March 2023. Mr S complained that he had forgone the tax relief on his pension contributions for the tax year 2022-23, as ReAssure had not collected the March payment and it was now the next tax year. ReAssure advised

him that the March payment should be taken from his account the following day on 13 April 2023.

35. On 13 April 2023, ReAssure took a payment of £240 via direct debit. As this payment was taken in the wrong tax year, it was not uplifted by basic rate pensions tax relief of £132.30 for the 2022-23 tax year. Mr S said that ReAssure's failure to comply with his instructions placed him at a financial loss.
36. On 20 April 2023, ReAssure contacted Mr S to advise him that while the March payment was taken from his bank account on 13 April 2023, it had still not yet been applied to his Plan account and would need to be back dated.
37. In April 2023, Mr S cancelled his direct debit instruction. He informed TPO this was due to all the problems he was experiencing with ReAssure, as he no longer trusted it was administering the Plan effectively.
38. In April 2023, ReAssure were due to provide Mr S with an annual pension review statement. To date, ReAssure has failed to provide this to him.
39. On 27 April 2023, TPO wrote to ReAssure to ask it for its response to Mr S' complaint.
40. On 28 April 2023, ReAssure responded asking for the policy number or complaint reference.
41. On 2 May 2023, Mr S was still unable to access his pension account via the Online portal.
42. On 6 June 2023, ReAssure contacted Mr S. It stated it needed to complete internal processes, which required access to the Online portal. During this process, his access was removed.
43. On 14 June 2023, ReAssure wrote to Mr S with the findings of its investigation into his complaint. It stated that despite all his money having been invested as per his wishes, the payments were not showing as up to date on the Online portal. It stated it was still working on his portal access and was unable to say when this would be completed. ReAssure stated it had been transparent in advising him of the issues with portal access since he first complained in 2022. It also stated that it had already paid £300 to him in acknowledgment of the inconvenience caused, which it felt was a fair and reasonable amount.
44. On 7 August 2023, TPO provided details of the policy number and complaint reference to ReAssure.
45. On 9 August 2023, ReAssure contacted Mr S. It apologised for the poor customer journey and delays. It also confirmed that the one-off payments were still in the process of being applied. ReAssure acknowledged it had taken 14 months to apply the payments, it apologised for the inconvenience, and confirmed it would raise the matter to be resolved as a high priority.

46. On 18 August 2023, ReAssure responded to TPO. It stated that it had received the payments from Carrington amounting to £13,300, but no payments had been received since April 2023, when Mr S cancelled the direct debit instruction. It stated that the payments were showing in the Plan, but did not appear visible via the Online portal, therefore this was the issue it was working on to resolve.
47. On 5 October 2023, TPO contacted ReAssure reiterating the details of Mr S' complaint, including the issue with the March payment. TPO asked ReAssure to resolve the complaint by 19 October 2023.
48. On 6 October 2023, ReAssure replied. It stated that the member of staff dealing with Mr S' complaint was on annual leave but would pick up the matter as a priority when he returned to the office.
49. On 9 October 2023, Mr S informed TPO he was still experiencing problems accessing the Online portal to view his investments in the Plan. He stated access was blocked entirely for at least a two-month period from 24 March 2023 to 24 May 2023. He stated he continued to experience intermittent issues with access to the Online portal. Mr S was also concerned that the Online portal displayed his itemised contributions by tax year, but the totals given for those tax years did not tally with the itemised contributions listed. Therefore, it was clear that his contributions had not been allocated correctly to the Plan, nor backdated to the date they were paid into the Plan.
50. On 10 October 2023, ReAssure wrote to TPO. It stated:

“...my understanding is that we are still in the process of applying the outstanding premiums to [Mr S'] account. I have raised a priority task for this to be dealt with urgently and for confirmation to be issued. We will also confirm to [Mr S] when his portal account is available.

Whilst I appreciate it has taken some time for the premiums to be applied we have made [Mr S] aware of this and have updated him. An offer of £300.00 was made to him in July 2022 which I feel represents a fair outcome to the complaint and what I would expect to see in similar circumstances.”
51. In response, on 10 October 2023, TPO asked ReAssure if it had a timeline of when the work would be complete, and Mr S would see the correct amounts invested in the Plan.
52. Between 11 October 2023, and 18 October 2023, TPO contacted ReAssure to ask for an update.
53. On 17 October 2023, ReAssure applied the payment of £3,500 to Mr S' Plan account. However, no written confirmation was sent to Mr S detailing how these funds were allocated.
54. On 19 October 2023, ReAssure responded to TPO and stated that investigations were still ongoing.

55. On 1 November 2023, ReAssure contacted TPO stating that the single premium of £3,500 had been applied to Mr S' account and there was work in progress to apply the remaining £1,400.
56. On 20 November 2023, TPO contacted ReAssure for an update.
57. On 23 November 2023, ReAssure wrote to Mr S. It stated that a payment of £3,500 from Carrington, with the effect date of 4 July 2022, had been allocated to the Plan. It stated that Mr S' request for a unit's statement before and after the application of the payment of £1,400, was in progress and would be sent as soon as possible.
58. On 27 November 2023, ReAssure replied to TPO. It stated that it was still in the process of resolving Mr S' complaint and would be providing him with regular updates.
59. On 11 December 2023, Mr S contacted TPO. He stated that he had received written confirmation that the payment of £1,400 had been processed by ReAssure. He stated it had not been processed in compliance with his instructions for investment, nor had the value of the payment been backdated to 2 August 2022, when it was paid by Carrington. Mr S stated that he now wished his complaint to be formally investigated.
60. On 11 December 2023, TPO contacted ReAssure to ask for its formal response to Mr S' complaint.
61. On 19 December 2023, ReAssure replied. It stated it was continuing to work on Mr S' complaint, but again, did not provide any details or a timeline for when this would be resolved.
62. On 11 January 2023, Reassure wrote to Mr S. It advised him that the contribution of £1,400 had been invested in three separate funds. It accepted that this did not comply with his written instructions of 22 May 2022 and 8 June 2022.

Caseworker's Opinion

63. Mr S's complaint was considered by one of our Caseworkers who concluded that further action was required by ReAssure. The Caseworker's findings are summarised below:-
 - The Caseworker said that ReAssure accepted there were problems in allocating Mr S' contributions to the Plan, and that the March payment was paid late into the Plan. So, an error occurred, and ReAssure was responsible.
 - The Caseworker said it was disappointing that, despite a number of requests, ReAssure did not provide a satisfactory response to the complaint raised by Mr S. Nor did it provide TPO with an agreed action plan to address the points raised by Mr S.
 - The Appendix provides a schedule of the five payments made by Carrington between April 2022 and August 2022. ReAssure confirmed that it received all five

payments, and that two payments were processed in accordance with Mr S' instructions. Mr S said that he did not receive formal confirmation regarding how two of these contributions were processed, therefore he did not know whether they were correctly invested or backdated to the time they were paid by Carrington. The contribution paid by Carrington of £1,400 was processed incorrectly, as it was not invested in line with Mr S' instructions, nor was it backdated to 2 August 2022, when it was paid. Therefore, the contribution schedule in the Appendix was produced on the agreement of both parties.

- It was the Caseworker's opinion that contributions were paid by Carrington to ReAssure. However, only two payments were invested correctly. One payment was invested incorrectly and Mr S had not received any written confirmation detailing how the other two payments were invested. In the Caseworker's view, this amounted to clear maladministration.
- The Caseworker said that Mr S' request to amend his direct debit payment was prematurely reduced by ReAssure and the March payment was delayed. Mr S stated that this caused him a loss of at least £132.30, not including any loss of investment growth.
- In conclusion, it was the Caseworker's opinion that Mr S' complaint should be upheld because payments were paid to ReAssure which were not invested into the Plan in a timely manner.
- In the Caseworker's view, Mr S had suffered serious distress and inconvenience due to ReAssure's maladministration. No attempt was made by ReAssure to provide a satisfactory response to Mr S' complaint since it was first contacted by him, despite a number of requests. In addition, ReAssure made no concerted attempt to put the matter right which would have further exacerbated the issue. The Caseworker was of the opinion that an award of £1,000 for non-financial injustice was appropriate in the circumstances.

64. On 23 January 2024, Mr S responded to the Opinion to state he agreed with it albeit with several minor corrections.
65. On 8 February 2024, ReAssure contacted TPO and apologised for its failure to respond by the deadline. It asked to be allowed to respond fully by the next day, to which TPO agreed.
66. On 9 February 2024, ReAssure responded to TPO stating that it had failed to reconcile the data on its system with the points made in the Opinion. It apologised and stated that it would not be able to respond until 15 February 2024.
67. On 12 February 2024, TPO responded. It stated that the 15 February was the very last day by which ReAssure could respond, failing which it would pass Mr S' complaint to the Ombudsman for a Determination.
68. On 15 February 2024, ReAssure responded. In summary:-

- It stated that all the one-off contributions had been invested and backdated except the contribution of £2,800 which was received by it on 31 May 2022. It stated that this contribution was invested on 7 October 2022 and not backdated. It advised that this was being investigated.
 - It agreed there had been a lot of confusion and it regretted any distress or inconvenience caused to Mr S. It stated it had already paid £300 to Mr S in recognition of its errors. It noted TPO recommended a £700 increase to this amount. It acknowledged that it was not in the correct position with regards to the one-off contributions but stated that most were invested and backdated in 2022.
 - It proposed to increase the compensation from £300 to £800, in addition to the £138.67 tax relief that was missed out on as the March payment wasn't collected in the correct tax year.
69. On 15 February 2024, ReAssure again contacted TPO. It confirmed that the one-off contribution dated 31 May 2022, was now allocated to the Plan.
70. On 16 February 2024, TPO contacted Mr S who stated he did not accept ReAssure's offer of £800 for the distress and inconvenience caused due to its maladministration. He confirmed he would not accept anything less than £1,000 compensation as TPO had advised.
71. On 19 February 2024, TPO contacted ReAssure. It stated that Mr S accepted ReAssure had now allocated the one-off contributions into the Plan and backdated them accordingly. It also advised that it was Mr S' wish that the August contribution of £1,400 to be left as it was and not amended as stated in the Opinion. TPO asked ReAssure to contact it as soon as possible to advise if it accepted the Opinion. It reminded ReAssure that if it did accept the Opinion with the acknowledged amendments, within 21 days of the finalisation of the complaint it should:
- (i) Provide a schedule to Mr S showing the five contributions paid by Carrington between April 2022 and August 2022 were allocated to the correct fund and backdated accordingly;
 - (ii) Display all Mr S' contributions correctly for all tax years with the corresponding totals aligned via the Online portal;
 - (iii) Provide Mr S with his annual pension review, which should have been issued to him in April 2023;
 - (iv) Pay £138.67 direct to Mr S, to compensate for the loss of tax relief for the tax year 2022-23;
 - (v) Calculate any further loss which may have been caused by the delayed March payment and make good on that loss; and
 - (vi) Pay £1,000 in total, minus the £300 already paid, direct to Mr S for the serious distress and inconvenience he had experienced.

72. On 23 February 2024, ReAssure responded. It stated it agreed with the Opinion and that it had already considered and responded to the Opinion based on the fact that the one-off contributions were invested in 2022, rather than as shown in the appendix. It agreed to pay the £1,000 compensation as advised by TPO, plus the tax relief. It advised that it was currently in the process of completing steps (i) to (vi) listed above and Mr S would shortly receive written confirmation. It advised that it was unlikely Mr S' portal access would be updated within 21 days. It stated that this was a service offering rather than a contractual obligation, and Mr S had the option of calling or emailing ReAssure should he require information about the Plan.
73. On 23 February 2024, TPO responded. It acknowledged ReAssure's response regarding the portal access and stated ReAssure had 21 days from that date to action steps (i) to (vi) except for (ii).
74. On 17 March 2024, Mr S contacted TPO. He stated that ReAssure had not carried out the terms of the Opinion by the deadline, 15 March 2024. He stated that the only communication he had received from ReAssure since 23 February 2024, was a letter dated 7 March 2024. He stated that this letter failed to provide an adequate level of detail evidencing how the five one-off contributions were invested. He also advised he had not received the compensation payment of £700 plus £138.67 for tax relief.
75. On 18 March 2024, TPO contacted ReAssure to advise that Mr S' had informed it that ReAssure had not carried out the agreed terms. TPO asked ReAssure to confirm what action it had carried out and why he had not been paid.
76. On 19 March 2024, TPO contacted ReAssure and repeated this request.
77. On 20 March 2024, ReAssure responded. It stated that payment had now been processed to pay the award for distress and inconvenience as well as the tax relief to Mr S.
78. On 27 March 2024, Mr S contacted TPO to state he had received a cheque payment for £838.67 from ReAssure, but none of the other terms of the Opinion had been fulfilled by ReAssure.
79. On 28 March 2024, TPO contacted ReAssure again stating it had been advised by Mr S that the terms of the Opinion had not been fulfilled. TPO reminded ReAssure that it had agreed to the terms and requested a response from a manager as soon as possible.
80. On 29 March 2024, ReAssure responded. It stated that it believed that all terms of the Opinion had been completed and asked TPO to confirm what action was still outstanding.
81. On 29 March 2024, TPO responded. It reiterated that steps (i), (iii), and (v) above needed to be completed. It asked ReAssure to confirm what steps it had taken to fulfil these terms.
82. On 4 April 2024, the complaint was passed to me to consider.

83. On 5 April 2024, Reassure replied. It stated that it could confirm that all of the terms of the opinion had been completed, except for term (iii) above, as it had not issued Mr S' annual pension review due in April 2023. It provided no evidence to demonstrate that the other outstanding terms of the Opinion had been completed.

Ombudsman's decision

84. Mr S has complained that ReAssure has not fulfilled all of the terms of the Caseworker's Opinion as had been agreed.
85. Mr S provided a copy of a letter dated 7 March 2024, which demonstrated that the five one-off contributions had been allocated to his Plan account and backdated accordingly. In the letter, ReAssure acknowledged that other aspects of Mr S' policy were being handled by its specialist team who would respond separately. I have not seen any evidence that ReAssure has provided this information as it agreed. It appears that Mr S is correct in stating that he has not been provided with the level of detail regarding the investment of his contributions into the Plan, which ReAssure agreed it would provide.
86. I find that ReAssure paid the agreed award for distress and inconvenience and tax relief to Mr S, which amounted to £838.67. It paid this after the deadline, but it has now fulfilled these terms of the Opinion.
87. Despite ReAssure's assurance to TPO that it has fulfilled all of the Opinion's terms, it failed to provide any evidence to demonstrate the action it has taken. It has not provided Mr S with his annual pension review, nor provided any evidence that it calculated any further loss which may have been caused by the delayed March payment and, if so, made good on that loss. ReAssure has not provided any evidence to show these terms have been completed, despite numerous requests made by TPO after the deadline had passed.
88. I agree with the Caseworker's view. But, in light of the additional distress and inconvenience caused by the delay and the continuing appalling service provided by ReAssure, I award Mr S a further £1,000, as he has suffered severe Distress and inconvenience over a considerable length of time.
89. Therefore, I partially uphold Mr's complaint.

Directions

90. To put matters right, Reassure shall, within 28 days of the date of this Determination:
- (i) Pay Mr S a further £1,000 due to the severe distress and inconvenience he has experienced throughout;

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- (ii) Produce a detailed schedule (**the Schedule**) showing that the five one-off contributions paid by Carrington between April 2022 and August 2022, were allocated to the Plan and backdated accordingly;
- (iii) Forward the Schedule to Mr S;
- (iv) Provide Mr S with his annual pension review, which should have been issued to him in April 2023; and
- (v) Calculate any further loss which may have been caused by the delayed March payment and if there was such a loss, make good that loss.

Anthony Arter CBE

Deputy Pensions Ombudsman
9 May 2024

Appendix

Date	One-off Contributions	Invested in the Plan
1 April 2022	2,800	Not invested
5 May 2022	2,800	Not invested
31 May 2022	2,800	Invested
5 July 2022	3,500	Invested
2 August 2022	1,400	Invested (incorrectly)

Total not invested	7,000
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