

## The complaint

Mr M complains that ReAssure Limited (ReAssure) hasn't provided him with all of the information he requested about his three pension policies.

## What happened

I understand that Mr M previously held three pension policies with a provider I'll refer to as provider H. And that these were transferred to a provider I'll refer to as provider S in 2003. I also understand that the first of these policies was set up in 1991 as a means of contracting out of the State Earnings Related Pension Scheme. And that the last of the three policies started in 2001. The policies were migrated to ReAssure in 2015. ReAssure is responsible for this complaint.

Mr M contacted ReAssure in July 2022. He wanted information about his pension policies. He asked ReAssure for the following information for each of his policies:

- *"When the plan commenced and when (if relevant) it ceased/was transferred away.*
- *What were the gross pension contributions received into the plans for each policy year.*
- *Where was the plan transferred to (if it was) and the amount transferred."*

ReAssure replied on 18 July 2022. It said that two of the policies had transferred to provider S on 14 May 2003 for a joint amount of £23,106.08. And the third policy had transferred to provider S on 23 June 2003 for an amount of £17,960.78. It also provided the start dates for each of the three policies.

Mr M wrote to ReAssure again as he didn't think it'd provided all of the information he'd requested. He specifically asked it for the gross pension contributions received into each of the plans for each policy year that the plans were held.

ReAssure replied on 22 September 2022. It sent information which it said was Mr M's full Transaction History and Premium History for one of his policies, and said that information on his other policies would follow.

Mr M wrote to ReAssure on 26 September 2022 to tell it that it still hadn't sent him the information he'd requested.

Mr M wrote to ReAssure on 6 April 2023. He asked it a lot of questions about the information it'd had sent him. He felt that some of the information was missing or had been withheld. And said he wanted some clarity. He said he suspected that his earlier plans had been transferred within provider H to new plans, but that he didn't know why. He asked ReAssure to provide him with the following information:

- *"A summary of the total contributions paid into all 3/4 plans gross.*
- *Confirmation of the amounts eventually transferred away from provider H to provider*

S.

- *Details of the charges applying to each of the policies - on set up and as an ongoing fee."*

ReAssure replied on 17 April 2023. It said that it held limited information on all three policies because they'd been terminated before they'd migrated to ReAssure. It said that all the documents it'd sent were from provider H. And that it didn't hold details for the transaction histories provider H had shared with it.

ReAssure said that where Mr M had identified potential missing pages, those pages were either not held, or contained details not relevant to Mr M's query. It said it would send those pages if Mr M wanted them.

ReAssure sent a copy of the 18 July 2022 letter to Mr M. It said this explained where all three policies were transferred to, for how much and when. It also provided answers to some of the points Mr M had raised after receiving the information it'd sent him.

Mr M was unhappy with ReAssure's response so he raised a complaint. He felt it was inconceivable that it didn't hold transaction histories from provider H. He also felt that ReAssure had failed to answer a lot of the questions he'd raised.

Mr M chased ReAssure for a response. He felt it had been slow to deal with his request.

Mr M brought his complaint to this service on 30 October 2023. He said that ReAssure hadn't responded to his request for information in a timely fashion. And that when it had replied, it'd sent him what he felt was a dump of information which was very hard to understand.

Mr M was concerned that some of his pension funds may have gone missing or have been incorrectly invested in high-risk funds. He felt his pensions were smaller than they should've been. So he wanted ReAssure to provide the information he'd requested in a format he could understand so he could look into this further.

ReAssure wrote to Mr M on 9 January 2024 to tell him the start date, transfer date and transfer value of each policy. It said that two of the policies had a combined value of £23,282.23 on 14 December 2001 and that £20,004.83 in respect of these policies was transferred to provider S on 26 June 2003. It also said that a value of £17,960.78 for the third policy was transferred to provider S on 26 June 2003.

ReAssure told this service on 10 January 2024 that it was still investigating the complaint and that it would provide its file as soon as its investigation was completed.

Mr M wrote to ReAssure on 22 January 2024. He felt it was taking too long to respond to his complaint. And that it had failed to answer most of his questions.

ReAssure issued its final response to the complaint on 25 January 2024. It said that it had provided Mr M with the most relevant information it held, and that this was the closest it could get to fulfilling his request. It said it didn't hold any further relevant information on his policies. ReAssure apologised for the delays in sending the information it had provided. It said it had sent a cheque for £300 to say sorry for that delay.

ReAssure wrote a further letter to Mr M on 25 January 2024. It felt its 17 April 2023 letter covered the majority of his query. But said that as Mr M's policies had transferred away from provider H before they came to ReAssure, it held very limited backfiles in relation to the

policies. It said that the transaction history it'd sent Mr M had been generated by provider H.

Mr M felt that ReAssure had only provided a fraction of the information he'd requested. He said he couldn't make any sense of the confusing printouts it had provided. He felt ReAssure, as his pension provider, should be able to summarise the information he wanted in a clear and concise way. And that it must have sufficient information to answer his questions.

Mr M said he needed the information he'd requested as he was concerned that he might've been given unsuitable advice to transfer his pensions to new plans within provider H. He also wanted to know if this had cost him additional unnecessary charges. Mr M was also concerned that there might've been fund switches about which he had no knowledge and which he hadn't authorised.

Mr M said he wanted ReAssure to provide the information he'd requested in a format he could understand.

Mr M told this service he hadn't cashed the £300 cheque ReAssure had sent him in respect of the delays in providing the information he'd requested.

Our investigator didn't think that the complaint should be upheld. She acknowledged that it was frustrating that ReAssure couldn't provide Mr M with all of the information he'd asked for. But felt that as the policies had been transferred away from provider H in 2003, there was only limited information available. She was satisfied that ReAssure had provided all the information it could provide.

Our investigator agreed that ReAssure had caused delays in providing Mr M with the information he'd requested. But felt that the £300 compensation it had offered as an apology for delays was reasonable.

Mr M didn't agree with our investigator for the following reasons:

- He felt that as the policies were now with ReAssure, it was responsible for the advice he'd been given at the time.
- He didn't think it was acceptable for ReAssure to simply provide him with all the limited information it held. He felt ReAssure had provided an 'information dump' which failed to provide him with the clarity he needed. He said he'd asked ReAssure to provide him with a concise summary of information which confirmed how much had been paid into each of his policies and what charges had been applied. He said that despite asking for details of the charges taken from his policies, ReAssure hadn't provided him with that information.
- He felt that ReAssure should adhere to Consumer Duty rules.
- Mr M said that his financial adviser had alerted him to a number of fund switches that had taken place on 14 December 2001. He didn't think he'd approved these switches and felt that they weren't in line with his risk appetite. So he wanted ReAssure to explain what had happened. He wanted ReAssure to compensate him for the losses he felt he'd incurred.

Our investigator considered Mr M's points. She said that she couldn't look into a complaint about the initial advice at this point because Mr M had yet to raise this with ReAssure for it to consider first. She also noted that any complaint about advice might not meet our time limits. She also said that the Consumer Duty only applied to open products and services from 31

July 2023, so it wasn't applicable in this case.

Our investigator acknowledged that ReAssure hadn't provided Mr M with the information he'd requested in the format he'd wanted, but felt it had provided a reasonable response to his request. So her view remained unchanged.

Mr M accepted what our investigator said about the Consumer Duty. But said that the Treating Customers Fairly legislation still applied. He didn't think that ReAssure should've simply sent so many pages of transaction data, containing industry abbreviations throughout, as he didn't think this constituted a clear and understandable client communication.

Mr M said that his original query had been prompted due to his concern about a lack of growth in his pension. He said that other providers had been able to quickly provide the information he'd requested in a clear and concise format. So he felt ReAssure should be able to do the same.

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

### **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 uphold it, for largely the same reasons as our investigator. I know this will be disappointing for Mr M. I'll explain the reasons for my decision.

Before I consider Mr M's complaint about ReAssure's answers to his information request, I want to confirm that I agree with our investigator that this service can't consider Mr M's additional complaint about potentially unsuitable advice, including his points on possible unrequested switches, until and unless he's given ReAssure the opportunity to consider that complaint first. I also agree with our investigator that the Consumer Duty rules aren't applicable in this case.

I'm satisfied that ReAssure has taken reasonable steps to provide clear answers to most of Mr M's initial questions. I say this because he first asked it when the plans started and were transferred away, and ReAssure has answered this. He also asked it where the plans were transferred to, and the amounts transferred. Again, ReAssure has responded to this request.

I note that Mr M considers that ReAssure has made a mistake in the information it provided about the amounts transferred to provider S. I can see that ReAssure provided different amounts, some of which was as at different dates, in its 18 July 2022 and 9 January 2024 letters, as I've detailed above. The amounts included in the July 2022 letter are very similar to the amount Mr M said he was expecting to see. So I agree with Mr M and consider it more likely than not that ReAssure made an error with some of the information it provided in its 9 January 2024 letter. But I don't consider that this means that the wrong amount was transferred to provider S in 2003. And I've seen no evidence that this is the case.

Of the three questions that Mr M initially asked ReAssure, I consider only one remains unanswered in the way Mr M would like. That is the request about the gross pension contributions received into the plans for each policy year. Based on all the evidence, I'm not persuaded that ReAssure has any more information than it has already shared with Mr M on this point. So I'm satisfied that I can't reasonably ask ReAssure to respond further to this point.

I do agree that Mr M has the right to expect clear information from ReAssure. And I

understand why he didn't find the large file of transaction data, which contained abbreviations throughout, helpful. I can see that Mr M's position is that as ReAssure took on the administration of his policies, it must have access to what he felt was the basic plan information needed to fulfil his request. But I'm not persuaded that ReAssure does have access to the full information Mr M has requested.

Mr M wanted historical details about the charges taken from his policies. From the evidence I've seen, ReAssure didn't have this information on record. So as it couldn't answer all of Mr M's questions because it didn't hold the required information on file, it sent him the information it did have in a single large file in case it proved helpful.

I don't consider that it was ReAssure's role as administrator to try to summarise the file it shared, as I'm satisfied that it sent it to try to help Mr M on the basis that there was nothing further it could do. I say this because I'm of the view that ReAssure has explained that it doesn't hold all of the information it would need to hold in order to fully answer Mr M's questions. And I don't consider that this is an unreasonable position to be in given the policies in question migrated to ReAssure with a terminated status.

Turning now to the 18 points Mr M raised with ReAssure on 6 April 2023. I can see that ReAssure responded to his first question, which asked whether one particular plan was the same as another. ReAssure confirmed that it was. It also explained why some of the pages seemed to have been omitted and what some of the abbreviations meant.

From what I've seen, ReAssure has only failed to answer those questions for which it doesn't have the information needed in order to respond. I appreciate that Mr M considers it inconceivable that ReAssure wouldn't have all of this information. But I don't agree.

I say this because I'm persuaded that as Mr M's policies were transferred away from provider H before they came to ReAssure, it held very limited backfiles in relation to the policies. And it therefore didn't have any way of generating the additional information needed to answer Mr M's outstanding questions as the transaction history it held had been generated by provider H. Therefore, even though I acknowledge that Mr M thinks that ReAssure could've done more to help him work out what was going on with his policies, I'm not persuaded that it could have. The information ReAssure holds for Mr M's three policies appears to be incomplete in respect of the contribution and charging data Mr M has asked ReAssure to provide. And ReAssure has no way of generating this information. Therefore I'm not persuaded that it can take any further steps to provide the information Mr M has asked for.

I do appreciate that Mr M has very reasonable concerns about the three policies in question. I acknowledge that other providers have been able to provide him with similar information without issue, but I consider that ReAssure's position is potentially different as it took on terminated policies. Therefore, while I understand why Mr M would like ReAssure to provide a full response to all of his questions, I'm satisfied that ReAssure has taken reasonable steps to respond as fully as possible. And where it wasn't able to provide Mr M with a full response, I'm satisfied that it's explained why.

Looking now at ReAssure's offer of £300 compensation for the delayed provision of information, I can see that Mr M made his first information request in July 2022, and that ReAssure provided its initial incomplete response later that month. It then took ReAssure a further two months to provide all of the transaction and premium information it held.

I consider that the £300 compensation ReAssure has offered Mr M for the delayed provision of information, but which I understand he has yet to cash, to be reasonable.

I therefore consider that ReAssure has taken reasonable steps to put things right. And I don't uphold the complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 June 2024.

Jo Occleshaw  
**Ombudsman**