

The complaint

Ms E complains that Scottish Widows Limited (SW) provided her with poor service for her personal pension. She said she hadn't received her annual statements for the last three years. And that this failure was in breach of SW's fiduciary and contractual duties. She also felt that as her investments had fallen in value over the period she didn't receive annual statements, SW should compensate her for those losses. And refund all her fees and charges for this period.

Ms E also complains that she's been unable to download secured attachments sent by SW. She feels it's SW's error, and wants it to be corrected.

What happened

Ms E has a personal pension plan with SW which started on 1 December 2011. I understand she lives overseas.

Ms E said that between 2017 and 2019, SW failed to provide her with annual statements. After she complained to SW, it paid her a total of £400 compensation in February 2019. £200 of this was in respect of the inconvenience Ms E had been caused, and £200 was to cover the cost of the international calls she'd had to make.

SW said that in 2019 Ms E had raised a complaint because her address hadn't been updated after she'd notified it of her change of address in 2017, so she'd failed to receive some of her statements. But it said that since then it'd issued statements to her on time and by post.

SW said that it had issued annual statements on the following dates:

28 December 2018 - 2018 annual statement.

6 February 2019 - Annual statements for 2016 and 2017. 2018 statement re-issued.

30 December 2019 - 2019 annual statement.

28 December 2020 - 2020 annual statement.

28 December 2021 - 2021 annual statement.

27 December 2022 - 2022 annual statement.

SW said it'd sent notification emails to affected customers between 26 July 2022 and 11 August 2022 about the fact that their online access would shortly be revoked. This was because the department that administered Ms E's pension had undergone a system migration which aimed to provide customers with greater access to their products. It said that it also carried out upgrades to the online service at the same time, which meant that it had to temporarily revoke it. And that on 13 August 2022, online access had been revoked for those affected customers.

Ms E said in the last week of February 2023, she told SW that she hadn't received any of her annual statements from the past three years. She held SW responsible for her not receiving her annual statements. She felt that this was a breach of its fiduciary and contractual duties. She said she had to make four costly international calls in the last week of February 2023 to request the missing statements for the last three years.

SW said it issued policy information to Ms E in response to her request on 2 March 2023. This was an 18-page pack containing information about her pension, including the current value, which was £18,070.70. An investment change form was also included.

SW said that Ms E called it on 3 March 2023 to discuss why she couldn't see her documents online. And that once she received an email containing the information she'd requested she still couldn't get the documents. SW offered to raise a complaint on her behalf. It noted that she wanted her annual statements to be displayed online, or to receive her annual statements in an email she could access. She felt SW hadn't provided what she'd asked for.

On 3 March 2023, SW emailed Ms E. It said it had attached the information she'd requested. SW issued a 3-page pack which showed that Ms E had made no contributions into her pension in 2019.

On 6 March 2023 Ms E emailed SW to tell it she'd not received annual statements for three years. The same day, an SW complaint handler emailed Ms E to tell her she was dealing with her complaint. She asked Ms E to contact her by phone.

Ms E replied to the email the same day. She said she'd already made three international calls on the issue and didn't want to incur any further charges. She felt it could be handled through emails. But she provided her phone number in case the complaint handler wanted to call her.

The complaint handler tried to call Ms E, but couldn't get through. So she sent a further email on 6 March 2023. She told Ms E that she needed her bank details so she could make the redress payment. Later the same day, the complaint handler emailed again to tell Ms E that she'd soon be sending her complaint response. The complaint handler also explained that it was a requirement to send any policy-related information in a secure email format. So she attached a guide on that to help Ms E. And told her that if she couldn't access the securely emailed letter she should reply to the email.

On 6 March 2023, SW issued its final response to the complaint. It upheld the complaint. It apologised for the poor service and offered Ms E £210 for the inconvenience and to cover the cost of the calls she'd made. It also explained that it would return online access in phases. And that while Ms E should have access again by the end of quarter one of 2023, it couldn't provide a definitive date. It also said it'd issued the 2022 annual statement in December 2022 to the address it held on file. SW said it'd downloaded a copy which it would issue alongside the complaint response.

Ms E said she'd still only been provided with the 2022 annual statement on 3 March 2023. So she emailed SW again on 7 March 2023 to chase it for copies of the past three years annual statements.

On 7 March 2023, SW emailed Ms E an 18-page pack containing information about her pension, including the current value, which was £18,352.95. An investment change form was also included.

Ms E emailed SW on 8 March 2023 to ask it how it'd decided on the compensation amount of £210. She felt that it wasn't enough given her fund had made losses in the past three

years which she'd not been aware of as she hadn't received the annual statements. She said if she'd known, she could've chosen different funds. And felt SW was therefore responsible for her losses.

SW issued a revised final response to the complaint on 9 March 2023. It said that £150 of the compensation it'd paid was for the inconvenience it'd caused Ms E. And £60 was in respect of her call costs. It also acknowledged that Ms E shouldn't have had to chase it for the annual statements again.

SW said that although Ms E hadn't received the annual statements it'd sent in the post, and had therefore felt that she'd not been able to review how her policy had performed, it couldn't ensure delivery once the statements had been posted. It confirmed that it'd issued the statements to the correct address.

On 20 March 2023, Ms E emailed SW as it still hadn't sent her the past three annual statements. She felt this meant that it'd been in breach of its fiduciary duties. She also said that she wasn't receiving any documents through the secure email which had been set up two weeks earlier, after she'd complained about not receiving her statements. She also said that the secure email didn't store any documents. She said she'd told SW about this before but nothing had changed. She asked it to look into this and provide a solution.

SW issued a further final response on 29 March 2023. It said it'd issue the annual statements in separate emails.

On 30 March 2023, Ms E emailed SW to tell it that when she opened the secured attachment it'd sent to her, the annual statement for 2019 hadn't been included. She said there were no annual statements attached to the secured files. And asked SW to simply send her the annual statements for the past three years.

Unhappy with the situation, Ms E brought her complaint to this service on 30 March 2023. On 3 May 2023, she told this service that she'd still not received the annual statements from SW.

On 5 May 2023, Ms E spoke to SW about her complaint. It then emailed her with the details of the discussion later that day. It said that Ms E still had an issue with secure emails. And was unhappy with the complaint handler that she'd been dealing with. And the time and effort it'd taken to complain.

SW said that the postal service in the country Ms E lived in was known to be an issue. And that the UK postal service strikes were also having an impact. It also said that Ms E wanted to have 2019 and 2020 statements sent to her but secure emails wasn't working for her and she held SW responsible for this.

SW issued a further final response to Ms E on 10 May 2023. It still felt it couldn't be held responsible if correctly addressed post didn't arrive. And it said in respect of the secure email service and the online system, Ms E had access to her online account. But she could also contact SW if she needed further help.

Ms E told this service that she remained unhappy that she'd not received any statements for the last three years, during which time the value of her funds had reduced. And that she was also unhappy that the secured emails she received didn't have the attachments they were supposed to have.

Our investigator asked SW what it'd done to try to resolve the issue with the secured emails. He said that Ms E felt that she hadn't yet received a satisfactory response.

SW said that it'd sent Ms E a further email with an annual statement attached as a test to see if she could see and open the attachment. It said that it'd asked her to tell it how the test worked out. And that once it'd heard from her, it could decide what further action to take.

Our investigator asked Ms E if the test had worked. She said that she'd received an email from SW. But that there were no attachments. She told this service she'd contacted SW about this.

SW told this service that it'd tried several times to send Ms E a copy of her statement by secure email, and that it'd provided her with additional information on how to access this, but she'd told it she still couldn't see or access the statement. It said that as it'd now tried everything it could to send Ms E statements securely by email, it felt there could be issues with the security options she had in place on her system. It said that it'd therefore sent a copy of the requested information to Ms E by post, as this was what she'd asked it to do in her latest correspondence.

Our investigator didn't uphold the complaint. While he acknowledged that Ms E was still unhappy with the issue surrounding the secure email issue, he said he didn't have the evidence to hold SW responsible for this. He also felt that the £210 compensation SW had paid Ms E for the cost of the international phone calls and the inconvenience it'd caused was fair and reasonable in the circumstances of her complaint.

Ms E didn't agree with our investigator. She felt that sending her statements by post was the least secure option as she didn't receive them. She felt this showed that they were either being sent to the wrong address or stored somewhere on the way. Ms E felt that if SW continued to elect to send her statements by post which didn't reach her then it wasn't fulfilling its duty.

Ms E didn't feel that the solution suggested, or the explanation she'd been given, was good enough. She said that another UK provider she had dealings with stored statements online and allowed customers to access with their log in details. She felt this was much more easily accessible and secure. She said she'd like SW to store her statements on her page in its website so she could easily access them with her log in details.

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. I know this will be disappointing for Ms E. I'll explain the reasons for my decision.

I'd first like to acknowledge that part of Ms E's later complaint to SW was about its complaint handler. But I don't have the power to consider complaints around complaint handling. So I won't comment further on this aspect of her complaint.

I next considered if SW did what it should've done.

Did SW do what it should've done?

SW told this service that it sent Ms E her annual statements by post, to the correct overseas address, for the last three years. It has provided this service with all of these statements. Therefore I'm satisfied that the annual statements were sent on the dates detailed in the

background section of my decision.

I acknowledge that Ms E feels that SW is responsible for her not receiving her annual statements. And that it must've breached its fiduciary and contractual duties. But as SW has provided evidence that it sent annual statements correctly, I can't agree with Ms E that it failed its duties. And I can't fairly hold it responsible for Ms E not receiving the correctly addressed letters. I say this because I agree with SW that it isn't liable for items lost in transit. And that it can re-issue anything on request.

I also acknowledge that Ms E considers that as she didn't receive her annual statements, and therefore didn't know how her funds were performing, she held SW responsible for the poor performance of her fund in 2022. But I can't reasonably hold it responsible.

I say this for a number of reasons. Firstly, as I noted earlier, I don't hold SW responsible for her not receiving the annual statements as I'm satisfied it sent them to her when it was supposed to. Secondly, Ms E could've called SW for an update on her pension at any time. And if she'd been unhappy with the performance, she could've made a decision to change her holdings. Thirdly, for most of the period that Ms E said she didn't receive her annual statements, I understand she had access to an up-to-date value of her pension online. So I consider that she had a number of ways available to her of checking the performance of her investments, and then potentially deciding to change them, if she was unhappy with that performance over the period in question. And I can't reasonably hold SW responsible for the fact that Ms E didn't take any such actions.

I also acknowledge that Ms E considers that if SW continue to send her statements by post, which won't reach her, then it's not fulfilling its duty. But I can't fairly agree. I'm satisfied that it's fair and reasonable for SW to treat Ms E in the same way it treats all its customers, and to send her statements, correctly addressed, in the post.

I next considered Ms E's complaint about her inability to access secure emails.

Access to secure emails

Ms E said she couldn't access attachments sent through the secure email system. And that the system didn't store any documents. She feels it's SW's error, and wants it to be corrected.

SW has evidenced that it tried to work with Ms E to fix the issues she was having with secure emails, as I've detailed above. It said that it's now tried everything it could so that Ms E can use the secure email system, but she still can't access documents through secure emails. Therefore, having been unable to fix the system issues Ms E is facing, SW has said that it will continue to send Ms E's statements to her by post.

I acknowledge that Ms E feels that sending her statements by post isn't secure. And that she'd like SW to provide a similar service to that she receives from another UK provider she uses. But I can't fairly ask SW to do this. I say this because I don't have the power to tell a business how it must deliver information to its customers. And in any event, I've not seen any evidence that SW has caused the lack of access here.

I also note that Ms E has access to her online account. And that she can also contact SW if she needs any further help. So I'm satisfied overall that SW has done everything it should've done here.

I finally considered if the compensation SW has paid Ms E in respect of the issues she's faced is fair.

Distress and inconvenience

SW paid Ms E £150 compensation for the inconvenience it'd caused her in having to chase the annual statements she'd requested but not received. And £60 in respect of her call costs. It also acknowledged that Ms E shouldn't have had to chase it for the annual statements again.

Ms E felt that the compensation wasn't enough given she felt she'd made investment losses because of SW's failure to provide her with the annual statements in a timely fashion. But I've explained why I don't consider that SW can be fairly held responsible for this, largely because I'm satisfied that it did send the statements to Ms E when it was supposed to.

Therefore what I need to consider is whether the £150 payment SW has made to Ms E is sufficient for the impact the inconvenience of having to make a number of calls and write a number of emails to SW over a period of weeks had on her. Having done so, I'm of the view that the compensation SW has already paid is sufficient under the circumstances.

Given this, I don't uphold the complaint. And I don't require SW to take any further steps to put things right.

My final decision

For the reasons explained above, I don't uphold Ms E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 7 December 2023.

Jo Occleshaw
Ombudsman