

## **The complaint**

Ms H has complained about the handling of her personal pension by ReAssure Limited. She says, in summary, that some of her contributions are missing.

## **What happened**

Ms H has two personal pension policies with ReAssure, one of which is a contracted-out policy. Although Ms H has complained about various issues which relate to both policies, it is the contracted-out policy that is now the focus of Ms H's attention. Specifically, Ms H thinks that it is missing contributions, and its value should therefore be higher than is being shown on ReAssure's statements. She says ReAssure is at fault for the shortfall.

ReAssure didn't think it had done anything wrong. Our investigator agreed. Ms H wanted an ombudsman to make a final decision on the matter.

## **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've come to the same conclusion as our investigator. ReAssure hasn't done anything wrong here.

Before I explain why I've come to that conclusion, it's worth noting that Ms H has, at various points, raised a number of concerns about ReAssure. But it is her contracted-out policy, and her belief that it is missing contributions, that continues to concern her. It is therefore this issue which I've focussed on in my decision. For the avoidance of doubt, I have considered everything Ms H has said and all the evidence she has provided.

Ms H is concerned by discrepancies between information she received from HMRC and her pension statements from ReAssure. In particular, she points to a HMRC "Request for contracted-out information" document which refers to a ReAssure policy and a period running from 6 April 1991 to 5 April 2012. In Ms H's view, this shows premiums should have been applied to her contracted-out policy until at least 2012. However, a ReAssure pension statement dated 22 October 2022 shows the most recent payment into Ms H's contracted-out policy was on 1 August 2005; evidence, in Ms H's view, of ReAssure's failure to credit her policy with premiums for at least the period between 2005 and 2012. Ms H also thinks premiums should have been paid after 2012 which, in her view, would be in line with the terms of her contract.

I disagree. First of all, it strikes me as being inconsistent to argue, as Ms H has done, that the HMRC document in question is evidence that contributions should have been paid up to 2012 because that's the end date quoted in that document, but to overlook that same document when arguing contributions should also have been paid beyond 2012. But putting this to one side, in my view the HMRC document isn't evidence that contributions should have been paid into her contracted-out policy for the entire period between 1991 and 2012. I'm satisfied it just shows Ms H opened a contracted-out pension scheme in the tax year

starting 6 April 1991 and the policy stopped being a vehicle for contracted-out contributions in 2012 when the government removed this as an option. I think it would be wrong to infer from the HMRC document anything about exactly when, and how often, contributions were made to Ms H's ReAssure policy.

Furthermore, Ms H's National Insurance record, which HMRC provided to Ms H on 21 March 2023, shows no National Insurance contributions were made after the 2004-05 tax year. In itself, I consider this is persuasive evidence that there are no missing payments into Ms H's pension for the period after 2005 because without National Insurance contributions there would be no rebates to be paid into the pension. This would also align with ReAssure's statement showing the latest payment into the pension as being in August 2005, which, in the circumstances, strikes me as being the most likely scenario here.

It wouldn't be fair to ask a business to "make good" missing contributions to a pension without persuasive evidence of what those missing contributions were and why it's the business – rather than, say, an employer – that's at fault. I'm sorry to disappoint Ms H but I don't think there is any persuasive evidence that there are contributions missing from her contracted out policy or that ReAssure has done anything wrong here. It follows that I don't uphold Ms H's complaint.

### **My final decision**

For the reasons given above, I don't uphold Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 3 November 2023.

Christian Wood  
**Ombudsman**