



<u>Decision Ref:</u>	2019-0290
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Whole-of-Life
<u>Conduct(s) complained of:</u>	Accessibility issues Dissatisfaction with customer service Fees & charges applied Failure to process instructions in a timely manner
<u>Outcome:</u>	Upheld

**LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

Background

This complaint concerns the first Complainant's single life assurance policy with the Provider.

The Complainants' Case

the first Complainant sets out her complaint as follows:

- That in April 2000 she was mis-sold the product which was put in place to offset future inheritance tax
- That she is dissatisfied that the Provider '*devised a policy using over-optimistic assumptions of growth*'
- That she is unhappy with the level of customer service that she and her financial advisor received from the Provider.

The first Complainant submits that she is unhappy with the delays in the provision of information and a failure on the part of the Provider '*to answer a simple request which*

*despite repeated promises took 3 months to fulfil' between **22 September 2016** and **21 December 2016**.*

The first Complainant states that *'[the Provider] admitted [its] service had fallen short of reasonable expectations and issued me a cheque for £100 with best wishes and by way of an apology. This, to me, is poor recompense for all the frustration, stress, anxiety time and trouble that I had suffered'*.

The Provider's Case

The Provider submits that the first Complainant purchased a life assurance policy, designed primarily to provide protection cover, from a third party..... The initial investment premium was Stg. £15,000 and was incepted on **24 April 2000**. In its Final Response Letter dated **21 December 2016**, the Provider accepts that the service offered in or around **September 2016** was not up to its expected standards. The Provider stated in its Final Response Letter dated **21 December 2016**, that *'from reviewing our records that both you [the Complainant] and your Financial Adviser contacted us on 22 September 2016, requesting for an explanation of the life charges to be issued, along with a breakdown of the actual charges that had been deducted from your bond. I have found that we failed to issue the correct information to you until 21 November 2016, despite you contacting us on a number of occasions in October 2016'*.

In recognition of the distress and inconvenience caused by the delay, the Provider in its Final Response Letter dated **21 December 2016** also states *"In recognition of the upset we have caused, I have arranged for £100 to be sent to you under separate cover, which I hope you will accept with our best wishes and as way of an apology."*

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

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A Preliminary Decision was issued to the parties 19 August 2019, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

In the absence of additional submissions from the parties, within the period permitted, I set out below my final determination.

Before turning to the issue at hand, I note that the first Complainant, in her Complaint Form dated **8 March 2017**, sets out a number of strands to her complaint as follows:

- That in April 2000 she was mis-sold the product which was put in place to offset future inheritance tax
- That she is dissatisfied that the Provider *'devised a policy using over-optimistic assumptions of growth'*
- That she is unhappy with the level of customer service that she and her financial advisor received from the Provider.

By way of letter dated **20 December 2018** this office informed the Complainants in relation to the mis-selling of the policy that the entity which sold her the product was regulated by the Financial Conduct Authority and was not regulated in Ireland. The Complainant is resident in the UK, and the laws of England govern the policy which was purchased from UK Wealth Managers, in April 2000. In those circumstances, the Complainant was informed that if she wished to pursue a complaint of mis-selling, such a complaint would have to be pursued against the sales intermediary which sold the Product in April 2000 and such a complaint can also be raised with the Financial Ombudsman Service in the UK.

In relation to the second strand of the complaint, the Provider *'devised a policy using over-optimistic assumptions of growth'*, this office informed the Complainants by way of letter dated **11 January 2019** "that **Section 44 of the Financial Services and Pensions Ombudsman Act 2017**, governs the nature of complaints to be investigated by this office. **Section 44 prescribes that a Complainant can make a complaint to this office in relation to conduct of a financial service provider involving-**

- (i) *The provision of a financial service by the financial service provider,*
- (ii) *an offer by the financial service provider to provide such a service, or*
- (iii) *a failure by the financial service provider to provide a particular financial service requested by the complainant;"*

For this reason the Complainant was informed that because the structuring of the investment product by the Provider, prior to April 2000 when the Complainant purchased the product is not a financial service which was not the responsibility of the Provider, it was not possible for this office to investigate that aspect of the complaint.

Therefore the issue to be determined concerns the Provider's conduct during the period **22 September 2016** and **21 December 2016** in relation to their request for the provision of a breakdown of charges that were deducted from her policy since 2010.

The Complaint For Adjudication

The complaint is that the first Complainant and her Financial Advisor received a poor level of customer service from the Provider between **22 September 2016** and **21 December 2016** in relation to their request for the provision of a breakdown of charges that had been deducted from her policy since 2010.

By way of background to the complaint, the Complainants had received a Plan Review letter and an options form dated **30 August 2016**, from the Provider, setting out a number of policy options in relation to the policy review of their Bond.

- Option 1: Make no change to my Bond at this time
- Option 2: Make an additional investment to the Bond
- Option 3: To reduce the insured benefit on the Bond

The first Complainant submits that, prior to making a decision on the policy options, both she and her Financial Advisor asked the Provider to furnish them with a summary of policy charges from inception and information about how the annual life cover charge is calculated. The first Complainant states that they were kept waiting for three months *"for legitimate information to help us make sense of the Bond. Their excuses were many and varied, much concerning the time it takes to receive post from Ireland and information which was not requested being sent in lieu of information requested, occasioning further delays"*.

In examining the following issues I have had regard to the call recordings which comprises the majority of interaction between the Complainant and the Provider.

On **22 September 2016** the first Complainant and her Financial Advisor had requested the transaction history, denoted year by year, in a format which the first Complainant had previously received from the Provider. The Complainants had received a Plan Review letter and an options form dated **30 August 2016**, from the Provider. The first Complainant submits that she had requested the information as the life cover charges of the policy was going up exponentially over a period of time, and they required *"this legitimate information to help us make sense of the Bond"* so they could evaluate their next steps.

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On **26 September 2016** the first Complainant called the Provider to discussed the review. During the telephone call the following interaction took place:

First Complainant: *...I mentioned this excel you did for me in 2010, about the policy...monthly administration charges, establishment charges, which there isn't anymore, and the bonus and the life cover charge. Are you able to extend that then? Its finished in year 10 and you did 2 months in year 11, can you send me a list of what you've taken?...*

[emphasis added]

Agent: *...so what, a transaction history?*

First Complainant: *Yes, I don't want it detailed month by month, I'd rather have it year by year. What you've taken in administration what you've given in bonus and what the life cover charge was between 2010 and now...*

Agent: *What I can get them to do is get them to send you a unit transaction history from the policy start until today...*

First Complainant: *Well I've got it up to 2010.*

Agent: *So I can ask them to do it from 2010 till today.*

First Complainant: *From the end of 2010 the start of 2011.*

Agent: *So would you like the information to be posted or emailed to you?*

First Complainant: *I'd prefer it posted really.*

....

Agent: *So if I took the request just now.....you will receive the information no later than 17 October at the latest.*

[emphasis added]

First Complainant: *If I had it by email then how long would that take?*

Agent: *You would receive that no later than the 11th.*

/Cont'd...

First Complainant: *Because technically it's supposed to take some action before the middle of October. And then you'd have to recalculate the whole thing wouldn't you?*

[emphasis added]

Agent: Yea...

First Complainant: *So what's best to do then?*

Agent: *It's entirely up to yourself what ...how you want to take it from here.*

First Complainant: *In so far as I will be late paying you the extra money if I decide to go down that route...*

Agent: *If you miss the deadline, then the default option will be written on your options form. If they then want you to take a different option from there then they would have to calculate new quotes for you.*

First Complainant: *Which would presumably be much the same hopefully..... what you have asked for in 2015 has increased by 26%, 18 months later which is huge.*

Agent: *I can't comment on why the increase is so much, it's not myself who...*

First Complainant: *It's your actuary...*

Agent: Yes...

First Complainant: *I'm sure before long I'll get some word from my financial advisor, you say he's been in touch recently, and you've responded to what he wanted to know...*

Agent: Yes...

First Complainant: *Ok, can you give me a date for that or not...*

Agent: *A date for what...*

First Complainant: *That you responded to him or....*

/Cont'd...

Agent: *We spoke on the phone with him and he asked for some information, and we gave him a date of the 7 October at the very latest to receive that information*

First Complainant: *So I'll be waiting on him really then till the 7 October at the worst...*

Agent: *Yes, so that would be the very latest that he will receive the information. Would you still like this information to be sent to yourself though?*

First Complainant: *It's only really the life cover charge that has literally gone up a large amount year on year...*

Agent: *I can ask them to confirm...*

First Complainant: *Can you confirm in writing... between 2000 and 2010 i.e. if it's gone up...*

Agent: *I could ask them to confirm what the life cover charge was from 2010 onwards...*

First Complainant: *If that would come quicker that would be good...*

Agent: *It will still be the same timescale...I will get the information to you.*

In a call between the first Complainant and the Provider on **27 September 2016**, the Agent confirmed to the first Complainant that the request for the transaction history, denoted year by year, made the previous day by the first Complainant will to be sent out to her.

On **7 October 2016** the first Complainant called to query when she and her Financial Advisor would receive the charge information requested on **22 September 2016**. The agent advised her that the timescale for the delivery of this request, via email, to the First Complainant's financial advisor was close of business. During the telephone call the following interaction took place:

First Complainant: *Could you tell me if this has been sent?*

Agent: *yes, I can see... it will be with him by close of business today.
You will receive your request on the 17 October.*

[emphasis added]

First Complainant: *It's taking a long time to get all information we need.*

Agent: *We will send this across by email by close of business.*

/Cont'd...

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Agent: *I will just check if we can extend the timescale on this one....we can accept a late response of a few weeks after the date on the letter....If you send in a late response we will review the policy to see if everything still stands...*

In the telephone call to the Provider on **7 October 2016**, the Agent confirmed that the information requested on **22 October 2016** would be sent by close of business that day, to the first Complainants Financial Advisor, by email. The Agent also confirmed, that the first Complainant would receive the requested information on **17 October 2016**.

In the telephone call on **13 October 2016** the Agent again confirmed that the information requested on **26 September 2016** would be issued by **17 October 2016**. During the telephone call the first Complainant was told that the email had been drawn up, and it is ready to be issued but it had to go through its final check. The Agent confirmed this would be by close of business that day. The first Complainant informed the Agent that she had been previously told Close of Business the previous Friday, whereupon the Agent said that she would escalate the request. During the telephone call the following interaction took place:

First Complainant: *My Financial Advisor and I have some outstanding questions, I really want to know whether my financial Advisor has received a reply and when I will get the reply to mine?...My financial Advisor was promised a response to his questions on the 7 October, mine was a bit later...*

Agent: *The email has been drawn up, we... it is ready to go out but it does have to go through its final check before we issue it...that's the one to the Financial Advisor.*
[emphasis added]

First Complainant: *So the email is being drawn up?*

Agent: *Yes, it is ready but we do have to check it before sending it out so it is on its last processing. I would expect that it would be sent today at the very latest.*

First Complainant: *So it will be sent today?*

Agent: *Yes close of business.*

First Complainant: *We were told close of business last Friday.*

Agent: *Right, ok...*

/Cont'd...

First Complainant: *...and its changing again.*

Agent: *I will escalate this for you...Do you know the date of the email?*
[emphasis added]

First Complainant: *I spoke on the phone.*

.....

Agent: *I will escalate the 2 requests.*

First Complainant: *It was asked for on 27 September.*

Agent: *You spoke to a colleague of mine on the 26 September and he was going through the options of the review with you and had asked for confirmation of the life cover charge.*

First Complainant: *... that's right...*

Agent: *that's how the premiums are calculated....So the timescale [Agents name redacted] gave you was 17 October so it is still within timescale. I would expect that we would get that out to you soon, but it is within timescale so we do have up until close of business Monday to get that out to you.*

During a telephone call from the first Complainant to the Provider on **14 October 2016**, the Agent confirmed that the timescale for the requested information would be **17 October**. During the telephone call the following interaction took place:

First Complainant: *My FA and I were expecting a response about premium documentation.*

Agent: *These are expected to be with you no later than close of business on the 17th.*

First Complainant: *Do you know if they're gone, I think my FA, his will be by email hopefully mine will be by post.*

Agent: *Yes, he's getting his by email and you are getting yours by post...ok the 17th.*

During a telephone call from the first Complainant's Financial Advisor to the Provider on **17 October 2016**, the Financial Advisor queried when the information requested on **22 September**, would be available as it should have issued already. The Providers Agent agreed to have the matter escalated and to issue the Financial Advisor with the information by email.

/Cont'd...

During a telephone call between the first Complainant and the Provider on **20 October 2019**, the Agent confirmed to the first Complainant that the information was emailed to her Financial Advisor on **17 October 2016**. The first Complainant then queried when the information was requested. During the telephone call the following interaction took place:

First Complainant: *You wrote to me in 2010, part of the letter was a spreadsheet to demonstrate the monthly administration charges, establishment charge, bonus and life cover charge up to year 2010 and part of 2011...you promised me that you would get that updated literally to date really...I have rang several times, my FA who has asked for the same thing literally. When are we going to get this correspondence?... Still nothing comes...*

Agent: *Our team has said that they had emailed that to [name redacted] on the 17th....they had emailed that across...*

First Complainant: *Well I had been speaking to the FA yesterday and he said nothing had been received...*

Agent: *I will chase it up just now and ask them to post information to you as well....it definitely has been emailed to the advisor.*

First Complainant: *So you emailed the advisor on the 17th? Can I confirm that you are presenting exactly what I want which is mainly to do with the life cover and how you calculate it, because the live cover is going up exponentially over a period of time. Where is it all going to end...That's what we must analyse when we get this information... Not only life cover but how you calculate it. I took this policy out when I was 51, I could be alive in a half a century's time...the life cover and how it's calculated. It's very frustrating.*

Agent: *Did someone confirm to you that the review had been extended?*

First Complainant: *The FA said to me that you had agreed to extend the quotation until the end of November because you haven't responded to these enquiries...we have a timeframe...*

Agent: *We normally can't extend reviews but we can accept a late response, if you do send us in a response with regard to the review we will be able to accept it we just need to check that everything still applies, if it is out of the timescale that we give within the latter, within the 6 weeks of the issue date. We can normally accept a late response...*

/Cont'd...

First Complainant: ... I look forward to getting something pretty soon.

Agent: I'll chase that up for you [name redacted] and get that to you as soon as we can.

During a telephone call on **24 October 2016** the first Complainant again queried when the information would be issued. The Provider's Agent confirmed that the information requested will be sent to the first Complainant that day and emailed to her Financial Advisor. I note that the first Complainant also queried the Providers escalation process to which the Agent replied, "That's the timescale that we quote on the back of us doing an escalation, we are the ones telling you over the phone, what they are doing in the background to send information we can't control." This response from the Agent did not serve to alleviate the First Complainants concern that the Provider would deliver what she had requested. The first Complainant also communicated that she was worried about not getting the correct information as she had already explained, quite specifically what she wanted. During the telephone call the following interaction took place:

First Complainant: You will find a lot of notes on the record, both my FA and I have requested some information as long ago as 22 September and we keep on trying to chase this and you keep on saying its coming, it's been checked etc. but nothing has happened...

Agent: I can see from the notes that the last time you spoke was the 20 October with my colleague she was chasing up the information for you.

First Complainant: She says she was escalating it but then, does escalating mean the same in your lexicon as it does in mine...
[emphasis added]

Agent: It certainly does and basically it says we're saying that you've not sent this and we need to send it as soon as possible....that's what we mean by escalation.

First Complainant: Is that your technical department or something like that...

Agent: It's from the team that the information would be coming from....we ...to them that it hadn't come out, therefore we are asking them to do it on an urgent basis....I can see that my colleague has escalated it, I'm not seeing them sending the information out yet. I would expect that being sent to you [by] close of business today as it was by email you were requesting this information.
[emphasis added]

First Complainant: You keep saying this to us but nothing comes...

/Cont'd...

Agent: *That's the timescale that we quote on the back of us doing an escalation, we are the ones telling you over the phone, what they are doing in the background to send information we can't control.*

We have to escalate it this way, we are asking for the information... you're not sending it please do so... and that's what we are doing off the back of this call...is saying that you [First Complainant] are call chasing the information as it is still not coming to you, my colleague raised it...I would expect this to be with you by close of business today.

[emphasis added]

First Complainant: *Yes because first of all I rang on the 20th, my FA rang on the 22 September and it was [name redacted] saying we would get information by the 17th. It doesn't come... it doesn't come... we end up getting more and more frustrated about it so I'm sure you can understand...*

Agent: *Of course....*

First Complainant: *So you think it would come out close of business today?*

Agent: *I do believe so, on the date that my colleague raised it, and the time, it was quite late in the day, I do believe it will come to you by COB today, because genuinely we would quote COB the following day.*

First Complainant: *If you could send it by email to my FA and I will get him to send it on to me, if it comes today...*

Agent: *I will do that then...I will let you know what you said...*

...I've got no notes to say what they're sending out as of yet, so I would expect an email to be with them today and the post to be with them tomorrow, what I'll do is keep a note of your telephone number, if I can't see it being sent out I will give you a call back.

First Complainant: *Well, if I'm not here can you leave a message on my machine?*

Agent: *I'll leave a message that I've called, I can't give information over the phone. You'll need to call back for that.....leave it with*

/Cont'd...

me, if I don't see it posted, I'll chase it up in the morning and give you a call to let you know.

First Complainant: *What I'm particularly worried about is if you give me the right information I'm back to square one because...*

[emphasis added]

Agent: *Well no, if we aren't giving you the right information, we should be sending what you're asking for....so if we are not giving it, it is still an escalation that you're not receiving the right information. It doesn't go back to square one I can assure you of that...*

First Complainant: *If you don't give me the right information have I got to wait another month or two before getting anything further...*

Agent: *No I wouldn't expect so...*

First Complainant: *I did explain quite specifically what I wanted, and I quoted a letter that you sent in 2010 and I wanted a continuation of the table therein....up to date ...*

[emphasis added]

Agent: *Leave it with me, I'll chase it up and I'll make sure...*

In a further telephone call to the Provider on **31 October 2016**, the first Complainant confirmed that she had not received the information that she had requested in the format she requested. The first Complainant expressed her frustration stating *"it's getting quite ridiculous, it's a legitimate piece of information that surely we are entitled to."* The Agent informed the first Complainant that she would escalate the issue for her as she and her Financial Advisor had asked for specific information which has not been provided in the format requested or in a timely manner. During the telephone call the following interaction took place:

First Complainant: *You were sending me a spreadsheet connected with the level of premiums from 2010 and how premiums were calculated, you promised this no later than the 17 October and here we are at the start of November...nothing's happened...a number of people promised to escalate it but still nothing happened.*

Agent: *So it was just confirmation of the life cover charge and things like that, yea...*

First Complainant: *I want to know the life cover charge, you sent a spreadsheet in 2010 with a letter, and it gave policy...monthly admin fees,*

/Cont'd...

establishment charges, bonus life charge, cover....that information.

Agent: *On the 25 October we did email the info to you but we also posted it to you as well.*

First Complainant: *Nothings come...*

Agent: *As it's sent by international post, as it comes from Dublin, it can take a maximum of 5 working days to reach its destination. So you should have it by Wednesday at the latest.*

.....

Yea, I can see here it states that we did send an email to the email address you gave us, but we've also posted it out to you as well and because it's coming from Dublin it is classed as international post so...

First Complainant: *This email was going to my FA wasn't it?*

Agent: *Yea...*

First Complainant: *But he's not said anything, I told him as soon as he gets this information to send it to me.*

Agent: *We definitely sent an email to him with the information.*

First Complainant: *Definitely sent on ... 25 October?*

Agent: *Yes.*

First Complainant: *I'll have to try chase it with FA. You don't have the figure in front of you?*

Agent: *I'll have a look, see if it's scanned to file....so I can see a copy, I can see a scanned version of the unit transaction.*

....

First Complainant: *You reckon that I will get my paper copy by Wednesday?*

Agent: *By the very latest yes. There's every chance before that, at the very latest you should get it by then yea.*

First Complainant: *You can see this table and it says policy year eleven onwards, policy year eleven up to date with all these figures?*

/Cont'd...

Agent: Yes.

First Complainant: *So there's a column for the year and four other columns, how is it presented?*

Agent: *It's 94 pages long, so it has quite a lot of information on it.*

First Complainant: *Well you did the summary on the spreadsheet, haven't you done the summary? You surely don't expect me to work through 94 pages?*

[emphasis added]

Agent: *I can just see that the document scanned with 94 pages on it. I'll go in and actually see if it's got that or...*

First Complainant: *I'm not interested in the individual amount, I want the annual figures...so you just mean I've been waiting nearly 6 weeks and we still haven't got what we wanted. I specifically talked about this little spreadsheet...*

[emphasis added]

Agent: *It doesn't appear to have 94 pages in it, erm....There's not 94 pages no....*

First Complainant: *Because last time you did this, you sent me umpteen pages. There's no way I can work out from there....with the annual figures....it's a little spreadsheet that takes up less than half a sheet of A4 paper, which is exactly what we wanted. I'm going to have to tot this up all over again....Christmas to get it!*

Agent: *So I can see the full info sent to you, it looks like only part of it scanned on. I can see the transaction history you requested for the past 3 months...*

First Complainant: *Do you happen to know this person [name redacted] is she still working for you? Who wrote the letter in July 2010?*

....

Agent: *Yea... But according to the notes they have sent the information you requested. They have sent it on in writing to you and both emailed it to your FA as well.*

First Complainant: *He should have gotten it the same day?*

/Cont'd...

Agent: *It doesn't say the email is from [the Provider], it may have servicing team or team name in it. It only the main email address that has PA in it. So if you ask him to have a look at emails from 25th it should be there. Also, your one is in the post.*

First Complainant: *I'll certainly do that, I'll be pretty angry if I get 90 odd pages of stuff that you haven't summarised in a spreadsheet.*

[emphasis added]

Agent: *It looks as well...94 pages of information.*

First Complainant: *I'm going to put in a complaint about this whole thing, it's not been satisfactory...*

.....

On **31 October 2016** the first Complainant telephoned the Provider to inform it that they hadn't received the information requested in the format she requested. During the telephone call the following interaction took place:

First Complainant: *I was speaking earlier with [name redacted], there must be after notes.... I still haven't received what I asked for, both my FA and I, we made it clear what we wanted and what you sent is the details of monthly administration charges, all the charges, pages and pages of the stuff. What I wanted was a summary and it must be possible to do a summary because you've done a summary in the past.*

Agent: *When you say summary, you're just looking for one sheet with a summary with all charges?*

First Complainant: *Well, in ...I don't know if you have a copy of this letter on your system, 8 July 2010 I got this letter form [name redacted] on the first page of the letter less than half a page is taken up by a table going through policy years 1 – 10 and part of year 11 and it said what monthly administration charge was, annualised, establishment charge, and life cover charge and it was all perfectly clear on the table. So that's what we wanted and we're no further forward nearly 6 weeks later. What have you been able to do about it basically?*

Agent: *Right, so you want it laid out in exactly the same way as that letter there?*

First Complainant: *I cannot work through 90 odd pages of individual entries and you must have the software that enable you to do that.*

/Cont'd...

Agent: *That's fine, and you're looking for it from inception right up to the current year?*

First Complainant: *We have already got years 1 – 10 so we want the full year 11 to date....do you just want me to give you an example?*

Agent: *No I understand what you want, you'd like the charges to be in a table, the same as on the letter you received in 8 July 2010, where it has the total monthly administration charge, the total establishment charge, total bonus, total life cover charge and you'd like that from policy year 11 right up the current date.*

First Complainant: *How long will it take for you to get that to me or my financial advisor?*

Agent: *What I will do is put this through as an escalation for you because you've asked for the information and it hasn't come out in the way you'd requested it.*

[emphasis added]

First Complainant: *It's getting quite ridiculous, it's a legitimate piece of information that surely we are entitled to.*

Agent: *And no one's not provided it to you it's just not been in the format that you were really looking for it in, because we have sent all of the charges on the policy, but I will ask for them to collate that information for you.*

First Complainant: *It's a summary, year 11 to 16, 7 lines on a excel table extending what you have already done in 2010. If you don't send the information I am asking for do we have to wait another 6 weeks? It's just getting, madness.*

[emphasis added]

Agent: *I am trying to give you a timescale here [name redacted] if you just give me a moment, so what I was going to say there was I understand ... what you are looking for and I can use that letter that you received in July 2010 as an example for my colleagues to let them be able to see what exactly what it is you are looking for because I think that it's not been...because you've not highlighted that letter as the form you were looking for in they haven't understood what it was you were looking for.*

/Cont'd...

[emphasis added]

First Complainant: *I have said several times what I've wanted, I have explained this table, this little table and still we have... never moved forward.... So there must be some way out of those masses of figures that condense it 7 lines.*

Agent: *I have mentioned several times I am going to ask my colleagues to produce that for you.*

First Complainant: *But how long?*

Agent: *And get it sent out to you. The longest timescale I'd expect it to take them is 5 working days so you'd have it by email no later than the 8 November but I will be putting it as an escalated case because obviously you have not received the information in the way you have intended it to be received.*

First Complainant: *So the 8 November?*

Agent: *At the very latest.*

First Complainant: *...latest?...the thing is my daughter is coming over from Ireland to...coming to a meeting with the financial advisor next Monday and it's going to be so inconvenient for us not to have these figures.*

Agent: *As I say I would expect you to have it before that but at the very latest, that is, when you would receive it.*

First Complainant: *Can you send a copy of this to my financial advisor by email?*

Agent: *Yes of course I can ask for it to be sent to both.*

The first Complainant submits that the Provider failed to address the questions posed by herself and her Financial Advisor. The Complainant states that *"there is no useful information about how the life cover charges are calculated with a worked example or projected future costs.*

There was said to be an enclosure giving transaction history from 2011 to date. All this information should be readily available and two months later we are no further forward."

The Provider, in its Final Response Letter dated **21 December 2016**, acknowledged that the service it provided to the first Complainant, and her Financial Advisor, fell short of its own reasonable expectations. The Providers representative states that *'I have found that we failed to issue the correct information to you until 21 November 2016, despite you contacting us on a number of occasions in October 2016, requesting for this information to be provided'.*

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Analysis

I note that the first Complainant was assured on seven separate occasions that she would receive the information she required in the format she requested. It is disappointing to note that this did not happen as the first Complainant and her Financial Advisor waited until **December 2016** (and not 21 November as stated by the Provider) for relevant information to help them understand the Bond, on foot of a Plan Review letter and an options form which the Complainants had received from the Provider dated **30 August 2016**. Whilst the Provider has acknowledged the lapses in customer service, overall, I find the manner in which the Complainant was dealt with to be unsatisfactory. I note that when the specific information was not provided in the format requested, or in a timely manner, the first Complainant was informed that her request would be escalated on a number of occasions.

There is nothing to suggest that this happened. This resulted in an already stressful situation for the first Complainant becoming far more stressful and frustrating causing significant inconvenience.

The Provider should have provided the information requested by the Complainant in a timely manner to assist her to make an informed decision. It did not do so.

Having examined in detail all of the evidence before me, I am satisfied that the Complainants' complaint should be upheld.

I note that the Provider has offered a goodwill gesture to the Complainant in the amount of £100. However, it is my view, taking into account all of the circumstances, including the severe stress and inconvenience caused to the first Complainant, the extremely poor communications and unhelpful information furnished by the Provider, the time and effort expended by the first Complainant and her Financial Adviser over a period of three months attempting to resolve matters between **September** and **December 2016**, the failure to progress the Complainant's request in a timely fashion, and the failure of the Provider to adequately deal with the request submitted to it by the Complainants, that the Provider should make a compensatory payment of GBP £500. For the avoidance of doubt, this sum is to include the GBP £100 already offered/paid by the Provider.

For the reasons outlined above, I uphold this complaint and direct the Provider to pay a total sum of GBP £500 in compensation to the Complainants, to include the GBP £100 already offered/paid by the Provider.

Conclusion

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is upheld, on the grounds prescribed in **Section 60(2) (f)**.

Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment

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to the Complainants in the sum of GBP £500, to an account of the Complainants' choosing, within a period of 35 days of the nomination of account details by the Complainants to the Provider.

I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.

The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.

**GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

12 September 2019

Pursuant to **Section 62** of the **Financial Services and Pensions Ombudsman Act 2017**, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,
- (ii) a provider shall not be identified by name or address,
and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.