

Ombudsman's Determination

Applicant	Ms N
Scheme	ReAssure Protected Rights Plan (the COPPS)
Respondent	Reassure

Outcome

1. Ms N's complaint against Reassure is partly upheld. To put matters right, ReAssure shall pay Ms N an additional £600. That is in total £1,000 for serious distress and inconvenience less the £400 ReAssure has paid Ms N.

Complaint summary

2. Ms N's complaint against ReAssure has three parts. Namely:-
 - (i) ReAssure did not correctly process her claim for Ill Health Early Retirement (**IHER**) when she contacted it in November 2021.
 - (ii) ReAssure delayed sending her the claim form and sent conflicting information about the amount she would receive and the amount she finally received was approximately £900 less than expected.
 - (iii) There were no accessibility or reasonable adjustments in place to help her process her claim.

Background information, including submissions from the parties

3. The sequence of events is not in dispute, so I have only set out the salient points. I acknowledge there were other exchanges of information between all the parties.
4. On 1 November 2021, Ms N telephoned ReAssure. ReAssure's call log states:
 - Ms N enquired if it was possible to cash-in the COPPS as she had not been able to work since 2015.
 - Ms N was notified of the options and the COPPS' current fund value and transfer value (both £18,342.85, not guaranteed). Ms N was informed that the COPPS would be revalued at the date her claim was accepted.

5. Due to her disability, Ms N uses a microphone to dictate emails.
6. On 3 November 2021, Ms N sent an email to her GP (copying-in ReAssure) requesting a letter be sent to ReAssure (Health Claims) confirming that due to her health she would not be able to return to work.
7. On 4 November 2021, Dr Meeran (GP) wrote to ReAssure's Health Claims Department. Dr Meeran said:

"I can confirm this 54 year old lady is registered with us as a patient. I can also confirm that she suffers with pain in her shoulders, elbows, hip and neck. This has been characterised as related to a multiple prolapsed disc and neuropathies with attendant chronic pain and reduced mobility. She has been reviewed regarding these issues from 2015 and has been deemed unfit for work since July 2015. This patient has attested she is in receipt of Personal Independence Payments since 2015 and is currently at the enhanced rate for both daily living and mobility with only a light touch review in 2028 (this is suggestive of a condition which is thought there is not expected to be an improvement).

I can confirm it is very unlikely this patient will be able to return to paid employment because of her physical health problems and psychological health problems with chronic depression. I understand she is experiencing financial hardship and would appreciate your attention to this as a matter of urgency so that she may be able to draw her pension."
8. On 11 November 2021, ReAssure emailed and posted an IHER form (**the Form**) to Ms N. The email advised:

"Please print the documents off and carefully read any guides before completing the forms. To reduce any delays, make sure you sign and return all the forms to us at:

Chief Medical Officer, Reassure, PO Box 805, TELFORD, TF7 9GW

For security reasons we're unable to accept your forms or receive personal information electronically."
9. On 12 November 2021, Ms N emailed ReAssure submitting Dr Meeran's letter, details of her Personal Independent Payment (**PIP**) and account details. Ms N said she had yet to receive the Form, her health was critical, and she did not have funds to meet her basic needs. Ms N requested the release of her funds to be expedited.
10. On 18 November 2021, ReAssure wrote to Ms N. Neither ReAssure nor Ms N has retained a copy of the letter but ReAssure has advised that the letter pertained to Ms N's ill health retirement claim.
11. On 10 and 29 December 2021 and 13 January 2022, ReAssure¹ wrote to Ms N that it had not received the information requested (in its letter of 18 November 2021) and

¹ Health Claims and Underwriting Senior Manager.

asked Ms N to contact its Health Claims Team if she had mislaid the letter or had any questions or required more information.

12. On 21 February 2022, ReAssure emailed Ms N that it could not trace receipt of the completed Form and requested that it be submitted to the Chief Medical Officer.
13. On 23 February 2022, Ms N replied to ReAssure by email attaching a claim form, GP letter, tribunal findings², DWP PIP scoring and P60. In her email, she raised that ReAssure had refused to provide a copy of her policy in 2018 when requested and that she considered the refusal to supply a paper claim form and accept claims by email for data protection reasons was erroneous, unreasonable and discriminatory. She restated that she was in significant financial hardship, explaining that the heating and hot water system in her accommodation had been condemned and that she only had one fan heater, costing £15 a day to run and that her supplier had changed her smart metre to 'pay as you go' and that she only had 2 days' worth of heating left. She asked ReAssure to confirm receipt of her claim form and accompanying evidence and to approve it for payment and make payment by 1 March and to confirm tax calculations would be made on a basis reflecting her circumstances and not on an emergency tax basis.
14. The Form was electronically signed by Ms N and dated 12 November 2021³.
15. On 10 March 2022:-
 - Ms N telephoned ReAssure chasing an update on her IHER claim.
 - ReAssure wrote to Ms N that her claim for IHER had been admitted, the COPPS's "pension pot" was guaranteed at £17,119.64 and it would issue a Retirement Options pack detailing her options and the next steps to receiving payment.
16. On 15 March 2022, Ms N emailed ReAssure asking to be contacted urgently. She referenced the call on 10 March. She restated that she was in significant debt and in financial hardship. She also referenced that the ReAssure staff member she had spoken with had agreed to call back on 11 March to complete the final paperwork in order that an urgent payment could be processed in the next week and before the end of the financial year. She said she had not received a phone call.
17. The next day, ReAssure sent Ms N an options pack (**the Options Pack**).
18. ReAssure's telephone call log states:-
 - On 17 March 2022, ReAssure unsuccessfully tried to contact Ms N to advise that it had sent her the Options Pack and a voicemail could not be left.
 - On 18 and 21 March 2022, ReAssure unsuccessfully tried to contact Ms N "to complete risks with [Ms N] over the phone so we can get LS forms issued out to

² The judgment, dated 19 June 2020, awarded Ms N a PIP – daily living and mobility components at enhance rate from 15 October 2018.

³ Ms N says the Form was posted to ReAssure in November 2021.

[Ms N] so they can proceed with encashing policy as this is part of IHER case” and a voicemail could not be left.

19. On 23 March 2022:-

- ReAssure emailed Ms N:

“We have been trying to contact you but have been unsuccessful. In order to proceed with your encashment we need to complete some risks with you. We have attached a copy of the risk questionnaire [**the Risk Questionnaire**] that we need completing and returning to us before we can issue out the Lump Sum Application form, these risks can be done with us over the phone if you are unable to contact us or would like us to arrange a time to contact you.”

- ReAssure also wrote to Ms N enclosing the Risk Questionnaire for completion and return.

20. On 14 April 2022:-

- Ms N signed and returned the Risk Questionnaire to ReAssure. In her email Ms N queried the justification for a blanket policy regarding emergency tax rates and whether the tax was actually paid to HMRC and again emphasising that ReAssure had her P60 and that she was in extreme financial hardship and significantly disabled.
- ReAssure emailed Ms N. Attached was a letter headed, ‘Taking your pension as a lump sum’. ReAssure said the quoted value on the lump sum forms was incorrect but could not be edited. The payable value of her IHER claim was £17,119.64. The letter:-
 - Acknowledged receipt of Ms N’s “interest in taking your pension as a lump sum under the pension flexibility rules”.
 - Stated the COPPS’ current value as £17,999.06.
 - Recommended that Ms N contact Pension Wise or a financial adviser before making her final decision.
 - Explained the steps ReAssure required to be completed to allow it “ to pay your current value as a lump sum less a tax charge”.
 - Enclosed:
 - a ‘Pension Lump Sum Application Form’⁴ (**PLSAF**) and ‘Declaration of Lifetime Allowance’ (**Form D**) for Ms N’s completion and return;

⁴ The PLSAF included in the declaration: “Please note that benefits are subject to recalculation using unit prices and fund values applicable either when we receive everything we need to pay you, or the Selected Retirement Date if later.”

- FCA guide, 'Don't let a scammer enjoy your retirement'; and
- Notes on: 'Taking your pension as a lump sum using pension flexibility'⁵, 'Taking your whole pension pot as a lump sum – The risks explained' and 'Notes for Form D'.

21. The next day, ReAssure sent Ms N an annual statement which advised the COPPS' fund value on 14 April was £18,042.60 (not guaranteed).
22. On 2 May 2022, Ms N returned completed PLASF (electronically signed and dated 18 April 2022). In her email Ms N said:

"Attached is your 3rd separate claim form.

In which you have further reduced my payment, and to which you have given no justification.

This firm has my electronic signature which is legally acceptable.

As before, your approach and delays are knowing discriminatory and harmful.

I am severely disabled, I have no money, no electricity and no food.

You have delayed this claim for 4 years.

Process the full payment without delay.

I have attached my passport for identification purposes."

23. ReAssure treated Ms N's comments as a complaint.
24. The next day, ReAssure emailed Ms N thanking her for returning the PLASF and requested the completion of Form D to proceed with the COPPS' encashment.
25. On 4 May 2022, Ms N returned Form D. The same day ReAssure wrote to Ms N. The letter headed 'It's time to start thinking about what to do with your pension' noted the current value of the COPPS was £17,931.52 (not guaranteed).
26. The next day, ReAssure wrote to Ms N that it had started to investigate her complaint.
27. On 13 May 2022:-
- Ms N telephoned ReAssure chasing the lump sum payment.

⁵ The note explained under 'Taxing your lump sum payment': "If a pension is taken under the rules it will be taxed as income, apart from the first 25% which will be paid tax-free. If HMRC haven't already given us your tax code at the time of payment we're required to take tax at the emergency rate from your payment and pay it to them for you. HMRC will check whether you have paid the correct amount of tax after 5 April, and they'll contact you if you haven't. However, if you think you have paid too much tax you can ask them for a tax refund now – you don't have to wait until the end of the tax year.

- ReAssure emailed Ms N that it had authorised the payment value of £17,119.64 on 9 May, provided a breakdown of the net payment of £13,031.58, said a P45 would be issued and notified Ms N if she felt she had paid too much tax she should contact HMRC.

- ReAssure sent a letter to Ms N which:

- Confirmed the breakdown of the payment as follows:

“A) Your fund value was: £17,119.64

B) Taxable amount of fund value was: £12,839.73

C) Tax deducted* on B): £4,088.06

D) Tax payment to you (A minus C): £13,031.58

*This is calculated under the Pay As You Earn (PAYE) system as required under HM Revenue & Customs (HMRC) rules.”⁶

- Stated under ‘Tax information on lump sum payments’:

“We’ve enclosed a P45 form which shows the tax taken from your lump sum. The tax may not be the right amount due when all of your income for the year is taken into account.

HMRC will check whether you have paid the correct amount of tax after 5 April, and they’ll contact you if you haven’t. However, if you think you have paid too much tax you can ask them for a tax refund now – you don’t have to wait for the end of the tax year.

To get a refund now, you can tell your local HMRC office or visit...”

- ReAssure, in a separate letter, notified Ms N that its investigation of her complaint was ongoing.

28. On 16 May 2002, £13,031.58 was received in Ms N’s Santander bank account.

29. On 14 June 2022, ReAssure wrote to Ms N upholding her complaint. ReAssure said:

“After reviewing your policy files, I can see on 01st November 2021 you called to confirm you had previously received advice and guidance. We went through your options and told you as at that date the value of your policy was £18,342.85. We confirmed that this was not guaranteed as the policy would be revalued at the date your claim was accepted.

From 03rd November 2021 to 10th March 2022 you sent us the forms and requirements needed for us to assess and admit your claim. I can confirm, on the 10th March 2022 your claim was admitted, and the pension value was fixed at £17,119.64. A letter confirming this was issued to you on 16th March 2022. Up until

⁶ Using emergency tax code 1257L.

the claim was paid we contacted you to obtain all the requirements needed to be able to pay your policy proceeds to you.

I can see that this took longer than it should. We also unfortunately called you on several occasions, and sent you emails requesting details you had already provided.

I am pleased to confirm that your payment of £17,119.64 was made to you on 09th May 2022 and I hope this has been safely received.

Regarding your concern that the value of your policy had reduced twice since 01st November 2021, I would like to take the time to explain that your policy is invested in Unit-Linked funds. These funds have no guaranteed returns and are purely reliant upon the value of the underlying investments. As a Unit-Linked investment, the value of your policy fluctuates on a daily basis.

The funds are prone to periods of fluctuation whereby the value can rise or fall sharply over the short term, but these fluctuations are levelled out over the long term. Unfortunately, there is no guarantee that a fund will increase in value. Each fund is divided into units of equal size and each day, we calculate the price of units depending on the value of the various investments each fund holds. Therefore, if the value of the fund falls, so does the price of units. This is an inherent risk with Unit-Linked policies.

Unfortunately, investment conditions have changed over the last decade or so and investment returns, interest rates and inflation have all reduced significantly. Investment returns have been below the rates assumed when you took out your plan and have been affected recently by Brexit, the Pandemic, and the current world economic climate (Russia and the Ukraine).

I can understand your disappointment that the value of your policy is not as high as you'd hoped. However, I'd like to assure you that your policy has been managed within the terms and conditions as set out at inception.

Please accept my personal apologies for the delays and requests for information, these were mistakes on our part, and they shouldn't have happened.

What I'm doing to put things right

I realise our error has caused you inconvenience. So, to say sorry, I've arranged for £400 to be transferred to your bank account. It should arrive within the next few days.

Finally, I've passed on your comments and the findings of your complaint to the relevant team managers to avoid this happening again in the future."

30. ReAssure paid £400 into Ms N's Santander bank account on 17 June 2022.

Ms N's position

31. Ms N submits:-

- In October 2018, she requested a copy of the original policy document. This was not provided.
- In October 2021 she informed ReAssure that due to ill health she wanted to take early retirement. She was very ill and in-debt and asked ReAssure to confirm the options.
- ReAssure delayed providing the forms she had to complete and details of the final amount payable.
- ReAssure took her information over the telephone but still requested it in writing, which due to her disability she was unable to do. ReAssure sent her documents via email to sign which was difficult to impossible for her to do.
- She is physically disabled in her upper body and struggles with correspondence and completing forms as it does not always work with the phone application she uses to assist her.
- It was not made clear how much she would receive. On 14 April 2022, the current fund value was £18,042.60 but the payout was calculated using the fund value at 10 March 2022 (£17,119.64). Wrong values appear to have been used.
- Due to the delays, she accrued approximately £11,000 of debt.
- Many other personal issues were caused as a direct impact of not receiving any payment.
- She was financially forced to delay dentistry work between 2015 and 2020. As a result, she had to have all but eight teeth removed.

ReAssure's position

32. ReAssure submits:-

- It was not a smooth customer journey for Ms N who was classed as vulnerable.
- Further support and care could have been provided.
- It unnecessarily required the confirmation of details several times.
- The COPPS' value reduced twice after Ms N contacted it in November 2021. It failed to explain why to Ms N.
- The COPPS' value was guaranteed on 10 March 2022 at £17,119.64, when it received some but not all its requirements. This ensured the COPPS' value did not reduce further before the payment was made.

- As the value of the claim was fixed no loss assessment was completed.

33. On request, Ms N submitted to The Pensions Ombudsman (**TPO**):-

- An email she sent to The Complete Office (**TCO**) on 30 November 2021, requesting that the Form be printed off.
- Santander credit card and current account statements and Virgin credit card statements for the period November 2021 (when Ms N contacted ReAssure about ill health retirement) to May 2022 (when ReAssure settled the claim).

34. The Santander credit card statements show in Nov 2021 Ms N was very close to the account's card limit (£3,300) and remained so over the period from then to ReAssure's settlement of her claim in May 2022, with Ms N only paying each month the minimum payment. Similarly, over the same period, the Virgin statements show that Ms N had exceeded the account's credit limit (£4,800) and remained at or very close to that position, and the Santander current account statements show that Ms N had exceeded her overdraft limit (£1,600) and remained overdrawn.

35. Ms N was additionally asked if she had replied to ReAssure's letters of 18 November 2021, 10 and 29 December 2021 and 13 January 2022. Ms N did not provide evidence that she had.

Adjudicator's Opinion

36. Ms N's complaint was considered by one of our Adjudicators who concluded that further action was required by Reassure. The Adjudicator's findings are set out below in paragraphs 37 to 59.

37. The Adjudicator set to one side Ms N's comment that ReAssure failed to provide her with a copy of the original policy document when she requested it in October 2018, as it was not part of the complaint that TPO accepted to investigate.

38. Turning to the complaint that had been accepted for investigation, Ms N said:-

- (i) ReAssure did not correctly process her claim for Ill Health Early Retirement when she contacted it in November 2021.
- (ii) ReAssure delayed sending her the claim form and sent conflicting information about the amount she would receive and the amount she finally received was approximately £900 less than expected.
- (iii) There were no accessibility or reasonable adjustments in place to help her process her claim.

Complaint parts (i) and (ii)

39. While Ms N made enquiries on 1 November 2021 and ReAssure followed this telephone call up by issuing the Form, ReAssure required the Form to be completed

and returned to commence the retirement process. The Adjudicator's view was that there was insufficient evidence to conclude, on the balance of probabilities, that ReAssure received the Form prior to 23 February 2022.

40. While it appeared that Ms N completed and electronically signed the Form on 12 November 2021, and then requested TCO to print it on 30 November 2021, she had been unable to provide evidence that the Form was posted to ReAssure at that time.
41. The evidence suggested that ReAssure did not receive the Form prior to 23 February 2022, based on its letters to Ms N of 18 November⁷, 10 and 29 December 2021 and 13 January 2022 chasing the return of required information. It appeared that Ms N did not respond to these letters, nor did she chase ReAssure for an update on the progress of her claim prior to receiving ReAssure's email of 21 February 2022 stating that it had not received the Form. At this point Ms E duly emailed the Form to ReAssure on 23 February 2022.
42. The Adjudicator noted that after ReAssure sent Ms N the PLSAF on 14 April 2022, whilst Ms N electronically signed the form on 18 April 2022, she did not return the PLASF to ReAssure until 2 May 2022.
43. Based on the above, the Adjudicator said it was his experience, the Pensions Ombudsman would not hold ReAssure to account for any delay between 1 November 2021 when Ms R made her initial enquiries and the date it received the Form in this case, which the evidence indicated, on the balance of probabilities, was not earlier than 23 February 2022. The Pensions Ombudsman would expect ReAssure to chase the Form, which it did on several occasions. Ms N not responding to ReAssure until 23 February 2022 was outside of ReAssure's control. So, the Adjudicator's view was that ReAssure was not responsible for any perceived delay during this period.
44. The Adjudicator noted that Ms N's claimed debt of approximately £11,000 was accrued prior to her contacting ReAssure about IHER in November 2021 and, therefore, concluded that the debt was not directly attributable to any delay on ReAssure's part.
45. However, Ms N had evidenced that she paid off the debt within a week of receipt of the COPPS payment. So, the Adjudicator looked at the period from when ReAssure received the Form (on 23 February 2022) to the date it settled Ms N's claim (on 13 May 2022) to decide whether there was any delay by ReAssure, which caused Ms N to incur bank interest charges on her current account and credit cards.

⁷ The Adjudicator said it seemed likely that the letter was in relation to Ms N's IHER claim given the Form was sent on 11 November 2021, and, the next day, Ms N requested the release of the COPPS's funds to be expedited, hence ReAssure requested and then chased the return of information so that it could consider and decide the claim.

46. On 10 March 2022, ReAssure informed Ms N that her claim had been accepted and the guaranteed value of the COPPS was £17,119.64. The Adjudicator's view was that 11 working days to consider and decide the claim was not unreasonable.
47. Four working days later, on 16 March 2022, ReAssure emailed Ms N the Options Pack. On 18 and 21 March 2022, ReAssure unsuccessfully tried calling Ms N "to complete risks" with her. On 23 March 2022, ReAssure emailed Ms N the Risk Questionnaire. ReAssure said it had been trying to speak with Ms N without success, that the questionnaire could be completed over the phone if she preferred and explained that lump sum forms would then be issued for completion and return to proceed with encashing the policy.
48. ReAssure subsequently received the completed Risk Questionnaire from Ms N on 14 April and the same day it emailed Ms N the PLASF and Form D. Ms N respectively returned the completed PLASF on 2 May and Form D on 4 May 2022. Seven working days later, ReAssure notified Ms N of the amount to be paid into her bank account. The next working day, £13,031.58 (£17,119.64 less £4,088.55 tax) was credited to Ms N's bank account.
49. Based on this timeline of events, the Adjudicator's view was that ReAssure did not unreasonably delay the settlement of Ms N's IHER claim.
50. The Adjudicator noted that Ms N had questioned whether she had been paid the correct amount.
51. £17,119.64 was the fund value of the COPPS on the date her IHER claim was accepted on 10 March 2022. The value was guaranteed. The Adjudicator said it was not uncommon for a fund value to be frozen or guaranteed at the date a claim was accepted. This was done to protect the fund value from subsequent market fluctuations.
52. The Adjudicator noted that following its confirmation of the guaranteed amount on 10 March 2022, ReAssure quoted a higher non-guaranteed amount on a number of occasions. Namely, £17,999.06 (on 14 April 2022), £18,042.60 (on 2 May 2022) and £17,931.52 (on 4 May 2022), which may have been confusing for Ms N. However, Ms N had already been informed that the amount had been guaranteed at £17,119.64, therefore she was not entitled to the higher figures quoted incorrectly, so the Adjudicator was satisfied that this was the correct amount.
53. From this sum ReAssure deducted tax. The tax calculation was on an emergency tax code 'month 1' basis as required by HMRC for a first pension withdrawal. This basis effectively assumed Ms N would earn that amount every month so that only 1/12 of the annual personal allowance was included. Ms N was required to apply directly to HMRC for a refund of the overpaid tax. So, it had been calculated as:

Taxable amount = £12,839.73 (that was £17,119.64 less 25% tax-free sum) split:-

£1,047.50 - personal allowance (£12,570/12) tax free.

£3,141.67 - basic rate taxable pay (£37,700/12) @ 20% giving tax of £628.33.

£8,650.56 - balance at higher rate taxable pay @ 40% giving tax of £3,460.22.

Total tax deduction £4,088.55 (that was £628.33 plus £3,460.22) compared to the actual tax deducted by ReAssure of £4,088.06 (see paragraph 27 above).

54. HMRC would have corrected the position, though it may not have done so until the end of the tax year and Ms N would have been required to apply directly to HMRC. If Ms N did not earn any more taxable income, she would have received most of it back as the taxable amount of £12,839.73 was only slightly more than the £12,570 personal allowance for tax year 2022/23.
55. So, the Adjudicator's view was that ReAssure had paid the correct sum to Ms N.

Complaint part (iii).

56. ReAssure conceded that it was not a smooth customer journey for Ms N, further support and care could have been provided and it unnecessarily required Ms N to confirm details several times. To compensate Ms N for this, ReAssure paid her £400.
57. Additionally, there appeared to have been a lack of communication within ReAssure following the admittance of Ms N's IHER claim. After informing Ms N, on 10 March 2022 that her "pension pot" was guaranteed at £17,119.64, ReAssure issued unrelated communications to Ms N which quoted higher 'current fund values' for her COPPS. The Adjudicator's view was that these communications caused unnecessary confusion and further distress and inconvenience.
58. For the above reasons, the Adjudicator's view was that the £400 ReAssure had already paid was not sufficient and a total a payment of £1,000 was merited for serious distress and inconvenience. This was in-line with the Pensions Ombudsman's guideline on awards for non-financial injustice⁸.
59. It was, therefore, the Adjudicator's opinion that Ms N's complaint should be upheld in part. To put matters right, ReAssure should pay Ms N an additional £600. That was in total £1,000 for serious distress and inconvenience less the £400 that ReAssure had paid Ms N.
60. While ReAssure accepted the Adjudicator's Opinion, Ms N did not, and the complaint was passed to me to consider. Ms N provided her further comments which do not change the outcome. I agree with the Adjudicator's Opinion and note the additional points raised by Ms N.

⁸ https://www.pensions-ombudsman.org.uk/sites/default/files/publication/files/Updated-Non-financial-injustice-September-2018-2_0.pdf

Ombudsman's decision

61. Ms N has asked whether a justification will be provided for ReAssure's failure to provide a copy of her policy when she requested it in 2018. As the Adjudicator explained in his Opinion, this matter has been set aside as it is not part of the complaint that TPO accepted for investigation.
62. Ms N has also requested an explanation for why the Adjudicator's Opinion did not address ReAssure's "extortionate fees". This is also set aside because it is not part of the complaint that TPO accepted for investigation.
63. Ms N says it is "quite something" that the Adjudicator believed ReAssure sent three letters to her in November and December 2021 while not believing she returned the Form prior to 23 February 2023.
64. Section 7 of the Interpretation Act 1978 addresses the delivery of documents sent by post. The Act provides that "the service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the document and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post".
65. ReAssure has provided TPO with a copy of the Form it emailed and posted to Ms N on 11 November 2021 and the three letters it sent (respectively dated 10 and 29 December 2021 and 13 January 2022) chasing the requested information. I consider it unlikely that ReAssure would have sent these letters if they had already received the Form. Each letter is correctly addressed to Ms N. So, the likelihood is that one or more of these letters was delivered to Ms N so that she would have been aware that they had not received the Form.
66. Ms N did not chase ReAssure for an update on the progress of her claim prior to receiving ReAssure's email of 21 February 2022 chasing the return of the Form.
67. I find that the evidence supports that ReAssure did not receive the completed Form before 23 February 2022.
68. Ms N has contested the distress and inconvenience award recommended by the Adjudicator and has made reference to the Vento scales used by Employment Tribunals.
69. Payments for non-financial injustice awarded by me are intended to provide some modest recognition that the individual has suffered distress and inconvenience. They are not intended to be punitive nor are they calculated using the methodologies adopted by the Courts or Employment Tribunals. In the circumstances, I find that a payment of £600, plus the £400 already paid to Ms N by ReAssure is appropriate for the serious non-financial injustice caused.
70. For the reasons given in the Adjudicator's Opinion (as set out above in paragraphs 39 to 59), I uphold Ms N's complaint in part.

Directions

71. To put matters right, within 21 days of the date of this Determination, ReAssure shall pay Ms N an additional £600. That is in total £1,000 for serious distress and inconvenience less the £400 that ReAssure has paid Ms N.

Camilla Barry

Deputy Pensions Ombudsman

15 September 2025