

Ombudsman's Determination

Applicant	Mr T
Scheme	Dornack International Limited Retirement and Death Benefit Plan (the Plan)
Respondent	Standard Life

Outcome

1. I do not uphold Mr T's complaint and no further action is required by Standard Life.
2. My reasons for reaching this decision are explained in more detail below.

Complaint summary

3. Mr T has complained because he believes Standard Life, the administrator for the Plan, did not pay a transfer amount to him, or an alternative scheme, in 2006. Mr T has also complained about the time Standard Life took to deal with his complaint.

Background information, including submissions from the parties

4. Standard Life has said that it issued a transfer payment of £2,695 to Reliance Mutual (**RM**) on 1 February 2006, but that it was returned as RM could not accept a transfer from an occupational scheme. This transfer amount represented all the benefits Mr T held within the policy, which was a contracted-in money purchase portion of the Plan.
5. On 21 February 2006, RM wrote to Standard Life enclosing a cheque for £2,695, to be reinvested into the Plan. RM has confirmed that the funds left its account on 3 March 2006.
6. Standard Life said, as an alternative, it processed a 'retiral' payment on 28 February 2006, but its records do not show where the payment was sent. As it has been more than seven years since Mr T's plan was closed, Standard Life has said that, in line with its data protection requirements, it no longer holds Mr T's records for the Plan.
7. Standard Life's electronic payment records show that a maturity payment of £2,701.51 was made on 7 March 2006. This figure was made up of the original £2,695 transfer value with added interest. Standard Life has confirmed that the

amount was processed under code 'OC06' which represents a payment out of the Plan.

8. Standard Life said that annual statements were sent to Mr T and that, as his renewal date for the Plan was 6 January 2006, the last statement would have been issued around 20 January 2006, just before the plan closed.
9. Standard Life said there was nothing more it could do to trace the payment and that, had Mr T approached it within a reasonable time frame, it could have provided the information he was asking for.
10. In response to Mr T's complaint about the time taken to review his complaint, Standard Life said:-
 - On 30 September 2015, Mr T asked Standard Life to trace the 2006 transfer payment.
 - On 2 October 2015, Mr T contacted Standard Life again to ask that his enquiry be looked into urgently.
 - On 13 October 2015, Mr T raised a complaint as he had not received a response.
 - On 14 October 2015, Standard Life acknowledged the complaint.
 - On 25 October 2015 and 30 October 2015, Mr T contacted Standard Life for an update.
 - On 31 October 2015 Standard Life sent its response to Mr T's complaint.

Adjudicator's Opinion

11. Mr T's complaint was considered by one of our Adjudicators who concluded that no further action was required by Standard Life.
12. The Adjudicator asked Mr T to check his bank records from 2006 to establish if the payment of £2,701.51 was made directly to him. His bank, due to the same data protection requirements as cited by Standard Life, was not able to produce records from 2006. Mr T also said that he does not recall receiving annual statements from Standard Life, but that he does remember receiving documentation from it about its demutualisation in July 2006.
13. The Adjudicator's findings are summarised briefly below:-
 - Standard Life's system shows sufficient evidence that the second payment was issued.
 - Mr T was over the age of 50 at the time, so eligible to receive a payment from the plan.

- Standard Life had the correct address for Mr T so it was likely that he received the annual statements, and therefore would have noticed that these stopped when the plan was closed in 2006. Mr T could have queried this then.
 - On the balance of probabilities, it is more likely than not that the second payment of £2,701.51 was paid to Mr T.
 - Standard Life dealt with Mr T's complaint within 13 working days, which the Adjudicator considered reasonable.
14. Mr T did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mr T provided his further comments which do not change the outcome. I agree with the Adjudicator's Opinion, summarised above, and I will therefore only respond to the key points made by Mr T.

Summary of Mr T's comments

- Mr T believes that a payment was randomly made as Standard Life cannot identify the recipient.
- He should not be expected to 'prove a negative'.
- Mr T maintains that he was not the recipient.
- The funds have been lost or misappropriated.
- He is not prepared to accept the Adjudicator's Opinion, nor the theft of his money.

Ombudsman's decision

15. Mr T has argued that he should not have to prove that he did not receive the funds in 2006. I appreciate that Mr T cannot produce bank statements to show the payment, or absence of payment at that time, due to the time that has passed. However, I consider that Mr T ought to have noticed that annual statements had stopped, and queried this. It might reasonably have taken one or two missing annual statements for Mr T to recognise that there was something wrong. Mr T could have raised a query about the benefits well within the six years that Standard Life holds its records. Had Mr T done so, Standard Life would have been able to thoroughly investigate his query and provide more detailed evidence.
16. Standard Life acted appropriately when removing records after seven years, as it has no requirement to keep these after this time. Whilst there is limited information available, the screen prints of Standard Life's payment system show substantial evidence to support Standard Life's claim that the payment was made. Whilst the recipient is not shown, on review of the evidence, the fact that Mr T's plan was made paid up and statements stopped, leads me to conclude that, on the balance of probabilities, the payment was sent to Mr T.

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17. Therefore, I do not uphold Mr T's complaint.

Anthony Arter

Pensions Ombudsman
30 June 2017