

Ombudsman's Determination

Applicant	Mr N
Scheme	Smiths Industries Pension Scheme (the Scheme)
Respondents	Smiths Pensions Limited (the Trustee)

Outcome

1. I do not uphold Mr N's complaint and no further action is required by the Trustee.

Complaint summary

2. Mr N has complained that the Scheme administrator told him he would receive payment of a lump sum when he reached aged 55 on 22 May 2017. He booked a holiday in expectation of receiving payment of the lump sum on this date. When it was not paid on 22 May 2017, Mr N had to cancel and rebook his hotel and flights.

Background information, including submissions from the parties

3. Mr N was a member of the Scheme and chose to take his pension benefits from the Scheme at age 55 on 11 May 2017.
4. In early 2017, Mr N updated the Scheme administrator with his new address.
5. Mr N says he telephoned the Scheme administrator in February 2017 and was told that the lump sum would be paid on his retirement date of 22 May 2017.
6. On 15 May 2017, the Scheme administrator wrote to Mr N's old address to confirm that the lump sum would be paid on 1 June 2017.
7. Mr N did not receive the lump sum on the expected date, and he said he had to cancel, then rebook his holiday.
8. On 1 June 2017, Mr N received the lump sum.
9. On 27 November 2017, Mr N complained to the Trustee.

10. On 6 March 2018, the Trustee replied under Stage one of the Internal Dispute Resolution Procedure (**IDRP**). The Trustee acknowledged that whilst not part of the complaint, the Scheme administrator should have updated Mr N's address. The Trustee did not uphold Mr N's complaint and said:-
 - Mr N elected to receive a one-off lump sum, and under the Scheme's Trust Deed and Rules, there was no requirement for the lump sum to be paid on a specified date. The payment was made in accordance with the Scheme rules.
 - The Scheme administrator had no record of Mr N telephoning in February 2017. There was therefore no factual evidence to prove what, if anything, was said.
 - The Scheme administrator wrote to Mr N at his old address and as a goodwill gesture paid Mr N £100 in vouchers.
 - It agreed subsequent emails between the Scheme administrator and Mr N were not responded to promptly, but Mr N did not reply to requests for information on his financial loss.
 - As Mr N is unable to provide any details of financial loss suffered as a result of the lump sum being paid on 1 June 2017, this cannot be considered.
11. Mr N asked the Trustee for £500 to cover his financial loss. He explained he had not been provided with historic invoice details from his hotel or flight provider and so could not provide this to the Trustee.
12. On 17 July 2018, the Trustee replied under Stage two of the IDRP saying:-
 - There was no evidence to support Mr N's claim that he had been given misleading information.
 - The Trustee apologised that Mr N had to chase the Scheme administrator. It explained this was due to work volumes.
 - The Trustee agreed to consider the payment of an ex-gratia payment of £500 if Mr N could provide evidence of the financial loss he had suffered.
13. As part of our investigation we asked for a copy of receipts, bank or credit card information or any online email correspondence to demonstrate Mr N's claimed financial loss in April 2017. Mr N has not provided the requested evidence.

Adjudicator's Opinion

14. Mr N's complaint was considered by one of our Adjudicators who concluded that no further action was required by the Trustee. The Adjudicator's findings are summarised below:-
 - The £100 vouchers sent by the Scheme administrator for the delay in updating Mrs N's address was reasonable.

- Mr N should have readily available evidence to demonstrate that he had to cancel and then rebook both his hotel and flights. Without this evidence it could not be shown that he suffered a financial loss, so no further payment was payable by the Trustee.
 - The Trustee agreed to consider paying the £500 requested by Mr N if he provided evidence of his financial loss. If Mr N does later obtain evidence of any financial loss, he should present this to the Trustee, and it would consider his request for a payment of £500.
15. Mr N did not accept the Adjudicator's Opinion and the complaint was passed to me to consider.
16. Mr N provided his further comments which do not change the outcome. Mr N said:-
- He had moved four times since the original complaint and it was several months before his complaint was looked at, so he cannot find the old bookings for his hotel and flights.
 - He asked the Ombudsman to proceed on the evidence he had already provided.
 - He was not seeking a fortune in compensation and as the Trustee has already acknowledged an error, he thought that was enough to find in his favour.
17. I agree with the Adjudicator's Opinion and I will therefore only respond to the key points made by Mr N for completeness.

Ombudsman's decision

18. The Trustee acknowledged some errors and agreed to consider an ex-gratia payment of £500 in 2018, if evidence was provided by Mr N to demonstrate he had to cancel and then rebook his holiday. Mr N has said as he has moved several times, he is now unable to provide any evidence.
19. I appreciate that Mr N may have been caused some inconvenience by having to cancel and rebook his holiday. However, without evidence of what happened, or what loss he incurred, I cannot instruct the Trustees to pay compensation, as Mr N cannot demonstrate that he has suffered an actual financial loss.
20. I do not uphold the complaint.

Anthony Arter

Pensions Ombudsman
27 November 2019