

The complaint

Mr and Mrs M complain about the service they received from ReAssure Limited, in relation to information they tried to obtain about their bond online.

As compensation they'd like ReAssure to pay them 10% of their bond's value.

What happened

In late March 2022, I issued my provisional decision, a copy of which is stated below and forms part of my final decision. In the decision I said:

"...provisionally, I'm minded to uphold this complaint.

On the face of the evidence, and on balance, despite what ReAssure says, I think it should pay Mr and Mrs M a total of £100 compensation for the distress and inconvenience caused. This equates to £50 each, for the distress and inconvenience they each suffered.

I appreciate in its Final Response Letter (dated December 2020), ReAssure said:

"Currently we are only inviting a small number of customers to activate their online access. Overtime, we will gradually invite more customers to join.

Please accept my personal apologies for not keeping you updated, this was a mistake on our part and shouldn't have happened."

I think ReAssure should've done more to manage their expectation in terms of what was going on and why. I note the investigator said ReAssure should've explained the 'phased' online access and I'm minded to agree.

I also think ReAssure ought reasonably to have given Mr and Mrs M an alternative method of accessing information relating to their investment – even if it wasn't online – such as via the telephone.

The above notwithstanding, I appreciate that efforts were made by ReAssure to try and facilitate online access, including assistance from an IT consultant, in late December 2020. I'm aware that by this time Mr and Mrs M received a valuation of their investment – which is what they wanted to begin with – however, it wasn't until early 2021, several months later that they had access to the bond online.

I'm mindful that at the time Mr and Mrs M were pensioners, in their late 70s, vulnerable and shielding. They were also trying to get their finances in order given their concerns around mortality. In the circumstances, and on balance, I think the not having access to their bond online and up to date information, over several months, was likely to have caused them distress and inconvenience.

However, in the circumstances, I don't blame ReAssure for not (voluntarily) providing an updated bond value in response to their initial enquiry about online access, or for not

providing subsequent updates in the post, because that's not what it was asked to do. I understand that the issue with regards to the bond value was raised later.

Despite what Mr and Mrs M say, I've seen nothing to suggest that the bond wasn't being managed/administered properly just because they didn't have online access. In other words, expect for the online access issue, I've seen nothing to suggest that there was anything wrong with the way that the investment was being administered by ReAssure.

Despite what Mr and Mrs M say, a drop in value could be down to several factors, including adverse market conditions which are beyond the control of ReAssure. Without the benefit of hindsight, the business couldn't have been able to predict or control the impact of a global pandemic either, for which it isn't responsible."

I gave the parties an opportunity to respond to my provisional decision and provide any further submissions they wished me to consider before reaching a final decision.

Mr and Mrs M disagreed with my provisional decision and reiterated their objections as set out in their primary complaint. In summary, Mr M said:

- He appreciates the increased offer of compensation but is still not sure if their bond was managed properly.
- If it transpires that ReAssure has managed the bond properly, they'll have to accept the £100 compensation. But he'd like the ombudsman to look at the 'asset value' of ReAssure.
- If £100 is the typical type of compensation, it's a disincentive for people like him to complain.
- He's only following this through to be able to inform other investors of the outcome.

ReAssure also responded but had no further points to add.

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, notwithstanding the latest submissions, my decision to uphold this complaint remains the same, for the same reasons as set out in my provisional decision.

In other words, I'm satisfied that no new material points have been made that persuade me to change my decision. In this instance I'm still satisfied that the key points remain the same, and have been considered by me, in my provisional decision.

On the face of the evidence, and on balance, despite what Mr and Mrs M say, I still think ReAssure should pay them a total of £100 compensation for the distress and inconvenience caused. This equates to £50 each, for the distress and inconvenience they each suffered.

I still think ReAssure should've done more to manage Mr and Mrs M's expectation in terms of what was going on and why. I note the investigator said ReAssure should've explained the 'phased' online access and I agree. I also think ReAssure ought reasonably to have given them an alternative method of accessing information relating to their investment – even if it wasn't online – such as via the telephone.

I'm sorry Mr M doesn't agree with my decision, but for the reasons explained I don't think he and Mrs M are entitled to the losses claimed.

Despite what Mr and Mrs M say, expect for the online access issue, I've seen nothing to suggest that there was anything wrong with the way that the investment was being administered by ReAssure.

I've already explained in my provisional decision a drop in value could be down to several factors, including adverse market conditions which are beyond the control of ReAssure. Without the benefit of hindsight, ReAssure couldn't have been able to predict or control the impact of a global pandemic either, for which it isn't responsible.

I'm mindful of what Mr M says, but the level of compensation isn't linked to the size of the business, rather the impact the business error has had on the consumers. Despite what Mr and Mrs M say, I don't believe I need to consider the asset value of ReAssure in order to reach a decision in this case.

In this instance I'm aware that despite ReAssure taking steps to address the issue of online access, by late 2020 Mr and Mrs M had received a valuation of their investment – which is what they wanted to begin with.

I note that the specific issue wasn't raised until later, and that's why I still don't blame ReAssure for not (voluntarily) providing an updated bond value in response to their initial enquiry about online access.

I appreciate Mr and Mrs M will be thoroughly unhappy that I've maintained my decision. Whilst I appreciate their frustration, I'm only going to ask ReAssure to pay them £100 compensation, which I think is broadly fair and reasonable in the circumstances and equates to £50 each, for the distress and inconvenience they each suffered.

On the face of the available evidence, and on balance, I'm unable to uphold this complaint *and* give Mr and Mrs M what they want.

Putting things right

ReAssure Limited should pay Mr and Mrs M £100 compensation for the distress and inconvenience caused.

My final decision

For the reasons set out above, and in my provisional decision, I uphold this complaint.

ReAssure Limited should pay Mr and Mrs M compensation as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 1 June 2022.

Dara Islam
Ombudsman