

## The complaint

Ms A, as executrix and representative, complains on behalf of the estate of Mrs D about Standard Life Assurance Limited, referred to as “Standard Life”.

She’s unhappy about what she calls the misinformation Standard Life provided, when it provided the final value of investments held in Mrs D’s name. She argues that the figure given was higher than what the estate was eventually paid, with no explanation for the discrepancy.

## What happened

Standard Life upheld the complaint, on the basis that the incorrect figure was given due to a typo both over the phone call and in writing. In due course it apologised and provided details of the correct amount, which was subsequently paid to the estate.

But unhappy with the response, Ms A referred the complaint to our service. Standard Life then offered £200 compensation for the loss of expectation, but Ms A didn’t think it was reasonable. She maintains the estate is entitled to £108,884 as confirmed to her.

One of our investigators considered the complaint but didn’t think it should be upheld. In summary, he said:

- The screenshots shared by Standard Life show that a lesser amount was paid out to the estate.
- The letter dated July 2021, from Standard Life to the IFA, confirms that upon notification the bond was surrendered, and the proceeds in the sum of £104,456 were to be held in a suspense account awaiting the receipt of settlement documents. So, on that occasion Standard Life provided the correct information.
- The above notwithstanding, it might have helped to conclude matters sooner.
- It wasn’t until late November 2022, that Ms A was in a position to set about receiving settlement. It was in this period that some confusion arose, and inconvenience was caused, but he can’t award further compensation for this.
- In other words, Ms A brings the complaint on behalf of the deceased consumer’s behalf – as the person authorised in law to do so. In the circumstances he can’t compensate an executor (representative) so can’t ask Standard Life to increase its award.

Ms A disagreed with the investigator’s view and asked for an ombudsman’s decision. In summary, she said:

- She wasn’t persuaded by Standard Life’s response and felt they raised more questions than answers.
- She wants the call of 23 November 2022 to be listened to.
  - Towards the end of the call, it can be heard the back office confirming the higher amount to the call handler who relayed this to her. So, between June 2021 when her mother died and November 2022, the figure increased. If the higher amount wasn’t correct, when did it change?

- The (July 2021) letter to the IFA was in response to Mrs D's death and contained amounts for probate purposes. This was never going to be the final payment figure, so doesn't absolve Standard Life of its mistake.
- She was preparing the estate accounts, which was sent to the beneficiaries, which then had to be amended – and the beneficiaries were sent the amended accounts – in light of the new figure.
- She wants to know:
  - When Standard Life handles complaints, what's the process followed for closure?
  - Does it analyse and evaluate complaints, if so, does this inform future policies processes and internal procedures and follow through to staff training.
- It would be good if the ombudsman could ask Standard Life for this information.
- Standard Life managed to lose two lots of documentation – the grant of probate, death certificate, repayment forms and ID – sent on 23 September 2022 and 24 October 2022. It would be good if the ombudsman would take this into account although it's not part of the original complaint.

The investigator having considered the additional submissions wasn't persuaded to change his mind.

As no agreement has been reached, the matter has been passed to me for review.

### **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, I agree with the investigator's conclusion for much the same reasons. I'm not going to uphold this complaint.

On the face of the evidence, and on balance, despite what Ms A says, I can't safely say that Standard Life behaved in a way such that this complaint should be upheld.

Before I explain why this is the case, I think it's important for me to note I very much recognise Ms A's strength of feeling about this matter. I'm also very sorry for the loss of Mrs D. I acknowledge that it would've been a difficult time for her family and loved ones.

Ms A has provided detailed submissions to support the complaint, which I've read and considered carefully. However, I hope she won't take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a discourtesy.

The purpose of my decision isn't to address every single point raised under a separate subject heading, it's not what I'm required to do in order to reach a decision in this case. In other words, I don't have to comment upon every single point made. My role is to consider the evidence presented by Ms A and Standard Life, and reach what I think is an independent, fair, and reasonable decision based on the facts of the case.

I'm mindful of Ms A's comments regarding policy and training but that's not something I need to consider in this complaint which is brought on behalf of the estate of Mrs D. It's not for me to take into account whether or not others have been affected like Ms A. I'm also unable to consider any issues relating to 'complaint handling' because it's not a regulated activity. In the circumstances, I don't need any further evidence to make my decision.

I'm mindful of an additional complaint point Ms A raises, but this wasn't raised with Standard Life and it hasn't had an opportunity to respond to this and therefore it's not something I can address in this case.

I don't uphold this complaint, in summary, for the following reasons:

- I note Standard Life accepts that, prior to payment, it made a mistake by providing an incorrect figure – both over the phone and in writing – for which it apologised. In response to Ms A's questions, it seems the figure was initially given by the 'backroom', and that's where the error arose. It's likely that it was then noted down by the call handler and repeated to Ms A, and further communicated to her in correspondence, which unfortunately endorsed the mistake.
- In terms of the telephone call, it isn't in issue that Ms A was provided with the wrong figure and whatever she heard over the phone isn't going to change my decision – it's not persuasive evidence, for the reasons I make clear in this decision, that the wrong figure was paid.
- Unfortunately for Ms A the correct figure was around £4,000 lower than the actual figure, so wasn't in line with her expectation. I note that Standard Life has offered £200 compensation (for loss of expectation) but this isn't something I can endorse for reasons I will explain below.
- In the circumstances, I'm satisfied that the incorrect figure wasn't something that the estate is entitled to, therefore it hasn't lost out financially. In other words, I'm not persuaded that the estate has been incorrectly paid £4,000 less as claimed by Ms A, because it wasn't entitled to that higher amount.
- Based on what Standard Life says, I'm persuaded that Mrs D's estate was (automatically) paid the correct amount – which is what it was entitled to – and despite the mismanaged expectation, the error didn't prevent this from eventually happening. So, in the circumstances I can't say that the correct amount – albeit less than what Ms A was expecting – wasn't what the estate was entitled to.
- I'm aware that Ms A is still concerned about which is the correct figure, but I've seen nothing to suggest that the figure paid was incorrect. Based on what Standard Life says, I understand that in terms of the payment calculation no figures were entered manually, and the correct figure was calculated by the system. Unlike the incorrect figure which Standard Life accepts was down to an error, most likely a typo or something of that nature.
  - In my opinion, it's possible that the figure quoted by the backroom was provided without the realisation that the account was frozen (some time ago) when Standard Life was notified of Mrs D's death by her IFA.
    - By then the IFA had already received a letter with the correct information.
  - It is arguable that the figure was from a platform that might not have been updated and/or was showing a figure as if the account was still live but if this was the case, it doesn't mean that the estate is entitled to the incorrectly quoted (higher) figure.
  - This might also explain why the WRAP cash amount was correct but not the 'on shore bond' figure.
  - I note that the account had also been removed from the system which wouldn't have made things easier. It's likely this was done because Mrs D had passed away.
- Whilst I don't doubt that Ms A has suffered distress and inconvenience dealing with Mrs D's estate and Standard Life, I should make clear that under the rules governing our service, neither Ms A (as the executrix and representative) nor Mrs D's estate, are entitled to any compensation for distress and inconvenience. I'm aware Ms A might think that she's eligible to receive more compensation – for the time and effort

spent on amending the beneficiary accounts – and what Standard Life has paid isn't enough. But I can only tell a business to pay compensation for distress and inconvenience experienced by its customer, not by a third party. So, Mrs D's estate would only be entitled to compensation for financial loss and Ms A isn't entitled to any compensation.

- In other words, in the circumstances, I can't say that Ms A, as representative, is entitled to any compensation, therefore I can't say that Standard Life should offer any more compensation than it already has of its own volition.

I appreciate that Ms A will be thoroughly unhappy that I've reached the same conclusion as the investigator, and I haven't given the estate what she believes it's entitled to. But on the face of the evidence, and on balance, despite what she says, I'm unable to uphold this complaint and give the estate what it wants.

### **My final decision**

For the reasons set out above, I don't uphold this complaint and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs D to accept or reject my decision before 23 February 2024.

Dara Islam  
**Ombudsman**