

The complaint

Mr H complains that Hargreaves Lansdown Asset Management Limited (HL) failed to send him the written confirmation he requested in a timely manner.

What happened

I understand that Mr H had a pension with HL for some years. But that he'd transferred this to another provider.

On 4 February 2024, Mr H sent HL a web query. It said: *"I was a previous client. Please confirm via email of my planned retirement age stipulated from your records"*.

HL replied on 5 February 2024. It said it wouldn't be possible to provide account specific information by email. But told Mr H that he could call HL's helpdesk to check his selected retirement age.

Then on 7 February 2024, Mr H called HL. He said that he was calling to ask for the retirement age that had been attached to the pension he'd previously held with it.

The call handler verbally confirmed that Mr H used to have a retirement age of 55 with HL. Mr H asked her to confirm that in a letter. She said she could do that. And then confirmed Mr H's address and said she would send a letter.

The call handler then sent a task for the letter to be sent. This was picked up on 10 February 2024.

HL said that it sent the requested letter to Mr H on 12 February 2024, to the address it'd confirmed with him during the 7 February 2024 call.

Mr H emailed HL on 15 February 2024 to make a further request for written confirmation of his retirement age, which he said he still hadn't received. He sent HL a further chaser on 20 February 2024.

Mr H said he still hadn't received the requested letter. So he called HL on 21 February 2024. During the call, Mr H said while HL had verbally confirmed his planned retirement age, he was yet to receive the letter he'd requested to confirm it.

The call handler said the letter had been requested and that it should've already been sent out. But the call then dropped.

The call handler tried to call Mr H back, but couldn't get through. Mr H called the same call handler again on the same day. He told Mr H that the letter should've been sent out on 12 February 2024. As Mr H said he hadn't received it, he said he would ask for it to be sent out again. He again confirmed Mr H's correct address.

Mr H asked what the letter would say. And if it could be emailed to him. But the call dropped before the call handler could respond.

The call handler asked for the letter to be re-sent to Mr H.

Mr H called HL again. While I've been provided with the call recording, I haven't been provided with the date of this call. He explained that he'd been cut off twice on his previous call. And asked the call handler to send the letter he'd requested.

HL told Mr H that the requested letter had been sent out on 12 February 2024. Mr H asked what the contents were, and if it could be emailed to him. He said: "*I do need that information*". HL told him the letter would've simply stated that he was coming up to his selected retirement age. But noted that he no longer had any money held with HL.

Mr H told the call handler that HL would have a retirement age of 55 on file for him. And that was what he wanted confirmation of. The call handler said he could get that re-requested for Mr H but that it would have to be sent by letter. He also said it would be sent in the next few days. And explained why HL couldn't send the information by email.

Mr H wanted to know if his selected retirement age would've been stated on the paperwork to the business he'd transferred his pension to. The call handler said that retirement age wouldn't have been information HL would've already passed on.

As he'd still not received the letter he'd requested, Mr H raised a complaint with HL on 26 February 2024, by email. He sent this to the Helpdesk at HL's email address. Mr H felt that both the call handler he'd spoken to on 21 February 2024, and the agent he'd spoken to after that, had been resistant to dealing with his request.

HL said it sent a further letter to Mr H about his selected retirement age on 28 February 2024.

Mr H chased HL for a complaint response on 12 March 2024. He sent this email to the Helpdesk email address he'd used on 26 February 2024. He sent a further chaser on 25 March 2024 to a different email address.

Mr H brought his complaint to this service in early May 2024. When this service asked HL for its file, it said Mr H had yet to bring his complaint to it. But it said it would start to look into it.

Our investigator asked HL if it'd sent Mr H the requested written confirmation of his proposed retirement age.

Mr H told this service that as it'd been more than eight weeks since he'd complained to HL, he felt he had to bring his complaint to us. He felt HL had simply ignored his complaint and his request. He said he needed the information he'd requested for another complaint this service was looking into for him. He also wanted to be compensated for the stress, inconvenience and time he'd spent dealing with this matter.

HL still didn't think that it'd received anything from Mr H that constituted a complaint.

Our investigator noted the 25 March 2024 email Mr H had sent to HL. She felt this had been clear that Mr H had made a complaint. And that HL had therefore been aware of this complaint on 25 March 2024 at the latest. She said that eight weeks had passed since this date and therefore she could look into the complaint.

HL said that it hadn't received the 25 March 2024 email from Mr H. It said that the email address Mr H had used wasn't active, so it didn't receive any emails sent to this address. And that if a client responded to that email, it would be bounced back to the sender as undeliverable. It felt Mr H would've received this notice.

Our investigator told HL that Mr H had received a confirmation of receipt from it in response to his 12 March 2024 email. This had also referenced a complaint.

HL issued its final response letter, dated 31 May 2024, in early June 2024. It said it'd posted the requested letter to Mr H on two occasions – on 12 February 2024 and 28 February 2024. It was disappointed that he hadn't received these. It apologised for the frustration caused, but said that its records showed the letters had been successfully sent. It therefore didn't think it was responsible for the delays or errors caused by the postal service.

HL confirmed that Mr H's selected retirement age had been set to 55. It acknowledged that he'd chased the status of a letter confirming this several times. And that this must've been frustrating. It apologised and offered Mr H £150 compensation for the distress and inconvenience caused.

Mr H told this service that he still simply needed written confirmation of his retirement age. He asked if HL could issue another letter with just that information. He also asked this service to consider whether the £150 HL had offered was appropriate and sufficient, given the inconvenience, time and stress he'd suffered, and because he'd had to refer the complaint to this service.

HL issued the requested letter, confirming that Mr H's selected retirement age had been set to 55, on 13 June 2024.

Our investigator felt that HL's offer was fair. She felt that it'd resolved the complaint in a manner our service would expect. She felt that the evidence showed that HL had sent the requested letter on 12 February 2024 and 28 February 2024, after having confirmed the address on file was correct. She didn't think it was fair to hold HL responsible for the fact that Mr H hadn't received the letters it'd sent. She also noted that Mr H had now received the letter HL had sent on 13 June 2024.

Our investigator acknowledged that it would've been inconvenient for Mr H to have to contact HL several times to request the letter. But she felt that the £150 it'd offered him to recognise the poor service he'd received was reasonable, and in line with our service's guidelines.

Mr H didn't agree with our investigator. He felt that compensation of £500 was due because of the protracted stress, inconvenience and disruption caused. He made the following points:

- He'd spoken to four different people and he still hadn't received the letter he'd requested. He felt the call handlers he'd spoken to had behaved in an unreasonable manner over a protracted period of time. And that he'd explained on two occasions that his request was an important one. He didn't believe that two letters could've gone missing. He also felt that HL hadn't even tried to address his complaint until this service got involved. And that the fact that he'd needed to come to us had increased the inconvenience suffered.
- He felt that one of the call handlers hadn't taken his request seriously. He said he was left with no confidence that a letter would be sent after the final call I've included above.
- Mr H also said that he'd needed the letter for another complaint. And that the delayed provision of the letter had therefore delayed that complaint.

As agreement couldn't be reached, the complaint has come to me for a 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 our investigator that the compensation HL has offered to pay Mr H for the poor service is fair under the circumstances of this complaint. I know this will be disappointing to Mr H. I'll explain the reasons for my decision.

I first considered whether the call handlers Mr H spoke to were unprofessional.

Were the call handlers Mr H spoke to unprofessional?

Mr H said the call handlers he'd spoken to behaved in an unreasonable manner, despite feeling that he'd explained on two occasions that his request was an important one. He also felt that one of the call handlers hadn't taken his request seriously.

HL said that it'd reviewed Mr H's phone conversations with it. And that it was satisfied that all the call handlers he spoke to were genuinely trying to help him in both issuing and later reissuing the letter. It felt that they were professional and did what they could to assist and ensure the letter was sent.

Having also listened to all of the phone calls provided, I agree with HL that there's no evidence that the call handlers acted unprofessionally. And I can't reasonably agree with Mr H that any of the agents he spoke to had been resistant to dealing with his request.

I say this because the evidence shows that when Mr H made his information request, the call handler asked for the letter to be sent to him, at his correct address.

I acknowledge that Mr H felt he needed the requested information as evidence to help prove his intentions to retire at 55 for another complaint about a different business that he'd brought to this service. And that the delayed provision of the letter had therefore delayed that complaint. He said that due to the delayed provision of the information he'd asked HL for, he'd had to request a further period of extension to respond to this service, which had been stressful.

But the only evidence I've seen that Mr H told HL that the information was important was during the final call I've referenced above, when he said: "*I do need that information*". And I've not seen any evidence that Mr H ever explained why he needed the information.

I therefore can't fairly agree with Mr H that the call handlers he spoke to acted unprofessionally.

I next considered whether it would be fair and reasonable to hold HL responsible for the two letters it sent in February 2024 going missing. I did this because Mr H said he didn't believe that both letters could've gone missing.

Is HL responsible for the fact that Mr H didn't receive the two letters it sent in February 2024?

While I acknowledge that Mr H doesn't believe that both letters could've gone missing, I agree with our investigator that the evidence shows that HL sent the requested letter on 12 February 2024 and then again on 28 February 2024, after having confirmed the address on file was correct. I therefore can't reasonably hold HL responsible for the fact that Mr H didn't receive either of these letters.

I finally considered whether the £150 compensation HL has offered Mr H is fair.

Is the £150 compensation offered fair?

Mr H felt that he'd had to bring his complaint to this service as HL hadn't even tried to address his complaint until this service got involved. He felt that compensation of £500 was due because of the protracted stress, inconvenience and disruption caused.

It's not completely clear from the evidence when HL first heard about Mr H's complaint, but from what I've seen, if it didn't receive his 26 February 2024 email, it should've reasonably known about the complaint on 12 March 2024. I say this because Mr H received a confirmation of receipt from HL for his email on that date. However, from what I've seen, it's clear that Mr H's complaint had somehow not been picked up by HL until he brought it to this service.

HL has apologised for the poor service it provided Mr H with. And offered him £150 compensation for the distress and inconvenience caused.

I think this offer is fair. I say this because, while I acknowledge the inconvenience Mr H has gone through to get the letter he needed, I've not been provided with any evidence that Mr H told HL why he needed the letter, so I don't think HL would've known that the written confirmation was particularly important to him. In any event, the evidence shows that HL did issue the letter that Mr H requested from it, after it had verbally confirmed his selected retirement age.

I therefore uphold the complaint, as it's not clear from the evidence I've been provided with whether or not HL has already paid the £150 compensation it's offered Mr H.

Putting things right

If HL hasn't already paid the £150 it offered Mr H for the distress and inconvenience caused, it must pay this to him directly.

My final decision

For the reasons set out above, I uphold Mr H's complaint. Hargreaves Lansdown Asset Management Limited must take the action detailed in "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 December 2024.

Jo Occleshaw
Ombudsman