

The complaint

Mrs S complains that ReAssure Limited has destroyed an original will and death certificate it had been sent following the death of her long-term partner.

What happened

I issued a provisional decision on this complaint earlier this month. In that decision I explained why I thought the complaint should be upheld and what ReAssure needed to do in order to put things right. Both parties have received a copy of the provisional decision but, for completeness, I include some extracts from it below. In my decision I said;

Mrs S' partner, who I will call Mr X, sadly died in January 2022. Mr X held pension savings with ReAssure that would provide death benefits to his dependents at ReAssure's discretion. Mrs S started to correspond with ReAssure about assessing to whom those benefits would be paid. She provided information to the firm about herself, and identified other potential beneficiaries including biological and step children and grandchildren. At ReAssure's request Mrs S also sent ReAssure original copies of Mr X's will and death certificate. ReAssure's records show those documents were received on 6 November 2023.

Given the relatively complicated nature of Mr X's potential beneficiaries it has taken some time for ReAssure to determine to whom death benefits should be paid. But that decision is not the subject of this complaint. So I will not be considering it, or its timeliness, any further in this decision. The complaint that Mrs S has made to ReAssure is that it failed to return the original will and death certificate that she had sent in to be copied to be added to its records.

It seems that there was a lengthy period of time before ReAssure told Mrs S that it had unfortunately destroyed the will and death certificate she had sent in. ReAssure's records show that Mrs S called three times in March 2024 but it failed to respond to those queries. So Mrs S complained to ReAssure about what was happening.

In its final response letter, ReAssure apologised to Mrs S for not responding to her telephone requests. And it confirmed to Mrs S about the destruction of the documents. It paid her £250 for the trouble and upset she'd been caused and for the cost of any replacement documents. Unhappy with that response Mrs S brought her complaint to us.

I firstly want to pass on my sincere condolences to Mrs S and her family. It is clear from the notes ReAssure has about its conversations with her how upset Mrs S has been, and how understandably difficult dealing with her late partner's affairs has been for her. And that is something that I quite rightly need to take into account when considering this complaint.

There seems little disagreement about what has happened here. ReAssure's records confirm that it received the original copy of Mr X's will, and his death certificate, from Mrs S in November 2023. In my experience normal practice would be for those

documents to be copied by ReAssure and then returned promptly to Mrs S using a secure postal method. But that doesn't appear to have happened here. Whilst ReAssure did take copies of the documents (and has been able to provide those copies to me) it failed to return the originals back to Mrs S. ReAssure tells us that the original documents would most likely have been destroyed after they were received.

Mrs S is entirely correct when she says that the original will cannot be replaced. But my understanding is that there are legal processes available that could be followed should a copy of the will be required in future. And I think those would be assisted to some degree by ReAssure's confirmation that it received the will, and the copy of it that it would be able to provide. But that is additional work that Mrs S should not need to undertake, and particularly given it is in relation to what will be a very sensitive subject, and at a difficult time.

I think the loss of the death certificate, though no less distressing, is less problematic to replace. I understand that an application can be made to the General Register Office at a cost of £12.50 for a replacement death certificate to be issued. So I will direct that compensation as part of this decision.

As I said earlier it is clear that Mrs S has found it extremely difficult dealing with the affairs of her partner following his sudden and unexpected death. So when I consider what reasonable compensation might be for the distress and inconvenience she has been caused by ReAssure's failure to safely return these important documents to her, I must take account of those wider circumstances.

I am not at all satisfied that the £250 that ReAssure has paid to Mrs S is sufficient. Whilst I acknowledge that no amount of compensation can repair the additional upset that Mrs S has been caused, I do think a greater amount of compensation would better reflect that distress. So, subject to any further representations I receive on these findings, I intend to direct ReAssure to pay an additional sum of £500 (making a total of £750) to Mrs S for her distress and inconvenience.

I invited both parties to provide us with any further comments or evidence in response to my provisional decision. ReAssure has said that it accepts my provisional decision. Mrs S has provided some additional comments. And, although I am only summarising here what Mrs S has said, I want to confirm that I have read, and carefully considered, her entire response.

Mrs S has said that she appreciates my acknowledgement of the distress this situation has caused her. But she doesn't think the amount of compensation I have proposed adequately reflects the emotional and practical impact this ordeal has had on her. Mrs S says that she hopes any resolution will acknowledge the seriousness of the matter and the impact it has had on her life – she says the loss of her partner has already been an incredibly painful and challenging experience completely altering her life.

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.

As I set out in my provisional decision, in deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mrs S and by ReAssure. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

And I repeat my reflections on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

I continue to have great sympathy for Mrs S, and the situation she has been placed into by ReAssure's error. At what was already an extremely difficult time she has needed to deal with additional problems, including bringing her complaint to us. I am however sorry to tell Mrs S that the additional comments she has provided haven't caused me to change my mind on the complaint. But I would like to comment a little more on how I have reached those conclusions.

On our website we set out the normal levels of compensation that we might expect to award for distress and inconvenience. We say that an award of between £300 and £750 might be considered fair where the impact of a mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. Typically, the impact lasts over many weeks or months, but it could also be fair to award in this range if a mistake has a serious short-term impact.

I think that description reasonably reflects what has happened here. The distress that Mrs S has been caused, given her already vulnerable state, has been considerable. And, as Mrs S has pointed out, there was a prolonged period of time before ReAssure told her what had happened. But, given I am satisfied, that it would be possible to find ways to work around the error if a copy of the will or death certificate is needed in the future, and that I am asking ReAssure to bear any costs that arise from those actions, I don't consider the impact to be long lasting, or irreversible.

There is no amount of compensation that can redress the distress that has been caused to Mrs S. And any award that I make should not be seen as punitive – but rather a reflection of the impact on a consumer. So I remain satisfied that a total award for Mrs S' distress and inconvenience of £750 is both fair and reasonable in the circumstances here.

Putting things right

ReAssure has accepted that it incorrectly destroyed the original will and death certificate of Mr X that should have been returned to Mrs S. So ReAssure should do the following to put things right;

- If Mrs S requires a copy of the will for other purposes, and the photocopy ReAssure holds is insufficient, it should pay any reasonable legal costs Mrs S incurs in establishing a new replacement document. Mrs S should confirm any costs with ReAssure before committing to any expenditure. ReAssure should provide Mrs S with an easy point of contact should she need to request compensation in this regard.
- ReAssure should pay Mrs S £12.50 for the cost of obtaining a replacement death certificate.
- ReAssure should pay an additional £500 (making a total of £750) for the distress and inconvenience it has caused to Mrs S.

My final decision

My final decision is that I uphold Mrs S' complaint and direct ReAssure Limited to put things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 13 January 2025.

Paul Reilly
Ombudsman