Determination.

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Pensions Ombudsman Focus for the period December 2011 to February 2012
Welcome to the 32nd edition of the Pensions Ombudsman Focus for the period December 2011 to February 2012.

Our aim is to provide you with a quarterly review of important determinations of the Pensions Ombudsman and alert you to Ombudsman-related issues of practical relevance. If you wish to discuss these issues and how they might affect you, please contact Mark Blyth, Partner of our specialist Pensions Litigation Group, on (+44) 20 7456 4246.

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A trustee is “ultimately responsible” for information provided by a scheme administrator to a member, and may be directed to pay legal costs incurred by the member in separate proceedings as a result of the mistake.

Mr A Brown v British Airways Pension Trustees Limited (the “Trustee”)

Mr Brown worked for British Airways (“BA”) and was a member of the British Airways Staff Pension Scheme (the “Scheme”). In early November 2008, BA offered Mr Brown a voluntary severance package and soon after confirmed that his voluntary severance lump sum would be £48,278. Later in the month, the scheme administrators, British Airways Pensions (“BA Pensions”) emailed Mr Brown a statement of his pensions benefits and explained that BA could purchase additional pension for him by reducing his voluntary severance payment. At around the same time, Mr Brown asked BA Pensions for details of his cash equivalent transfer value (“CETV”). He later claimed that he informed them at this time that he was getting divorced, but the Trustee denied this.

On 30 November 2008, Mr Brown signed a form “irrevocably accepting” voluntary severance, and agreed to transfer his severance lump sum into the Scheme. Mr Brown was sent his CETV statement on 2 December 2008, quoting a transfer value of £250,061, which he entered on his divorce financial information form. Later that month, BA confirmed its offer of voluntary severance and Mr Brown confirmed his acceptance. He retired on 31 January 2009.

As part of their divorce, Mr Brown and his wife agreed to split their assets, rather than opt for a pension-sharing order. As part of this Mr Brown was required to pay his wife half of the difference in value of their respective pension rights, and this difference was calculated based on Mr Brown’s CETV sum of £250,061. However, in November 2009 BA Pensions informed Mr Brown that due to a “programmatic error”, the December 2008 CETV figure had been incorrect and should have been £355,687. A Crown Court Order based on this corrected transfer value was issued in Mr Brown’s divorce in March 2010, meaning that Mr Brown paid the correct amount to his wife. Mr Brown complained that he relied on the incorrect 2008 figure in deciding to take voluntary severance and in deciding to split the assets in his divorce, rather than opt for a pension-sharing order. His legal costs in his divorce proceedings had risen from an estimated £3,000 plus disbursements to around £15,000 because the incorrect quotation had prolonged the proceedings, required an actuary to be appointed, and resulted in him having to pay £1,000 of his wife’s costs.

The Deputy Ombudsman partially upheld the complaint.

The provision of the incorrect CETV figure in 2008 was maladministration. Although the error was made by BA Pensions, the Trustee bore “ultimate responsibility” for providing information for Scheme members.

However, Mr Brown signed the voluntary severance acceptance form before he received the incorrect CETV quotation and therefore could not have relied on the CETV figure in accepting voluntary severance. Similarly, the mistake came to light before the court order in his divorce was made, and it was based on the corrected figure. His divorce settlement was therefore not adversely affected by the earlier mistake.
Nonetheless, Mr Brown had incurred additional legal costs because of the maladministration, as well as considerable distress and inconvenience. Therefore, the Deputy Ombudsman directed that the Trustee pay Mr Brown £4,410 as compensation for the “additional legal costs” incurred (although in fact this sum covered the full amount of Mr Brown’s counsel and actuarial costs, some of which would presumably have been incurred in any event, and with no regard for the increased solicitors’ fees or the fact that Mr Brown had to pay £1,000 of his wife’s costs). £500 was awarded for distress and inconvenience (which the Trustee had in fact already offered).
Misleading information provided to members is maladministration but estoppel can only be established if it amounts to a clear representation or promise.

Mr C Harlow v Artemis International Limited (“Artemis”)

On 24 December 2010, the Deputy Ombudsman determined a substantially similar complaint to Mr Harlow’s brought by Mr Sheppard (determination 76726/2). In this case she found that there was maladministration as the information provided to members prior to the execution of the 1998 deed establishing the Artemis (Closed) Pension Plan (the “Scheme”) gave a misleading picture of the Scheme’s redundancy provisions. It was also maladministration that certain information documents led members to believe that the Scheme’s redundancy terms would be the same as the previous scheme, and Artemis did not correct them or bring the relevant provisions to the members’ attention after the execution of the 1998 deed. She held that the information documents provided to Mr Sheppard on joining the Scheme were not sufficient to form a contract so he had no implied contractual right to an early retirement pension on redundancy.

Mr Harlow was employed by Artemis and its predecessors until he was made redundant in January 2007. His employment terms and conditions had been varied in March 1993 but there were no references to his pension in the letter confirming the variation. Mr Harlow joined the Scheme on its establishment in May 1997.

After receiving his redundancy notice in 2007, Mr Harlow applied to Artemis for early retirement on the grounds of redundancy, which was refused, and to the Trustees of the Scheme for early retirement without reduction of benefits, which was refused on the grounds that the company consent required under the rules had not been given. He issued proceedings against Artemis in the High Court for an enhanced redundancy payment. In 2008, the court held that Mr Harlow was contractually entitled to this under company policy.

Mr Harlow complained that he had a contractual right to an unreduced early retirement pension, and that Artemis had negligently misstated that these benefits would not change. He complained that Artemis had covertly changed the Scheme’s rules, failed to notify him of this and deliberately concealed it from him. As such, he claimed that Artemis was estopped from relying on the 1998 deed.

The Deputy Ombudsman partially upheld the complaint. The judge’s conclusions regarding the redundancy payment related to the redundancy policy incorporated into Mr Harlow’s contract and were not relevant to Mr Harlow’s pension. There was no express term in his employment contract relating to pensions on redundancy and, as in Mr Sheppard’s case, the information provided by Artemis prior to Mr Harlow joining the Scheme did not create a contractual arrangement with Artemis due to the lack of certainty of terms.
The Deputy Ombudsman made the same findings as for Mr Sheppard in relation to maladministration in the information provided. She noted that the judge had accepted that Mr Harlow felt tied to Artemis for the final salary pension scheme and that his redundancy terms were important to him. She did not doubt Mr Harlow’s assertion that he believed, until his redundancy, that he was entitled to an enhanced pension. However, with no evidence that he turned down more lucrative job offers or sought alternative employment, the claim that he remained in employment with Artemis in reliance on this was “nebulous” and “unsubstantiated”.

The Deputy Ombudsman rejected Mr Harlow’s claim that modifications to redundancy provisions were concealed from him: the 1998 deed and the 2004 deed were a matter of record and he could have inspected them. There was no duty on Artemis to bring the variations to his attention because he had no contractual entitlement to an enhanced pension on redundancy.

While there was maladministration in the information provided, it was not a promise or clear representation of entitlement to an enhanced pension, given that the documents explained that full details would be provided at a later date or that they were merely a summary. His claim did not, therefore, meet the requirements of Steria v Hutchinson [2006] EWCA Civ 1551 so Artemis was not estopped from denying that it was liable to compensate Mr Harlow for the loss of enhanced early retirement pension. Even if there had been a clear representation, the Deputy Ombudsman could not conclude that the other requirements for estoppel had been met, particularly without evidence that Mr Harlow had remained with Artemis solely for its redundancy benefits.

The Deputy Ombudsman made an award of £1,000 to compensate Mr Harlow for his disappointment as a result of the maladministration and for the ill health, inconvenience and distress caused to his family by the dispute.
It may be reasonable for a member to rely on an incorrect pension benefits statement – if the error would only be obvious to a pensions expert.

Mr M Major v British Steel Pension Fund Trustee Limited (the “Trustee”)

Mr Major joined the British Steel Pension Scheme in 2006 and transferred benefits from a previous arrangement into the Scheme. A letter he received in August 2007 stated that the transfer had bought him just over ten extra years of service in the scheme. His normal pension date in the scheme was set at 22 March 2012.

The Trustee claimed that in June 2008 it had sent Mr Major an annual statement, although Mr Major denied ever receiving this. It contained a table of benefits in which Mr Major’s pensionable service was twice overstated as being more than twenty years.

In February 2009, Mr Major was offered voluntary redundancy by his employer and received an estimate of retirement benefits from the scheme administrator for which the Trustee was responsible. The estimate correctly stated his pensionable service as totalling just under thirteen years. Nonetheless, Mr Major’s benefits on voluntary redundancy were significantly overstated. Mr Major decided to take voluntary redundancy and his service ended in June 2009. He received a redundancy payment, but in July 2009 received a letter setting out the (significantly lower) Scheme benefits to which he was actually entitled.

Mr Major complained that he relied on the incorrect information overstating his benefits when he decided to take voluntary redundancy. He also provided evidence that, since he had received the July 2009 letter, he had been looking for a new job, without success.

The Trustee submitted that Mr Major had provided no evidence to show that he had relied on the incorrect information in the February 2009 estimate. It also submitted that Mr Major should have realised the pensionable service set out in the 2008 statement was incompatible with the figure in the August 2007 letter. Even as a layman, he should also have realised that the projected pension (of about £10,000 p.a.) in the 2009 estimate was not compatible with his years of pensionable service, his salary of about £30,000 a year and a scheme accrual rate of sixtieths. Finally, the Trustee submitted that Mr Major had failed to mitigate any loss by not asking his employer to reinstate him and had benefited from state benefits and reduced travel costs after his redundancy.

The Ombudsman upheld Mr Major’s complaint.

The Ombudsman did not make a finding as to whether Mr Major had ever received the June 2008 statement, because “even if he did, I do not find that he should have realised from it that a mistake had been made”, as the way the statement was set out “would not make complete sense [even] to an expert”.

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The Trustee claimed that in June 2008 it had sent Mr Major an annual statement, although Mr Major denied ever receiving this. It contained a table of benefits in which Mr Major’s pensionable service was twice overstated as being more than twenty years.

In February 2009, Mr Major was offered voluntary redundancy by his employer and received an estimate of retirement benefits from the scheme administrator for which the Trustee was responsible. The estimate correctly stated his pensionable service as totalling just under thirteen years. Nonetheless, Mr Major’s benefits on voluntary redundancy were significantly overstated. Mr Major decided to take voluntary redundancy and his service ended in June 2009. He received a redundancy payment, but in July 2009 received a letter setting out the (significantly lower) Scheme benefits to which he was actually entitled.

Mr Major complained that he relied on the incorrect information overstating his benefits when he decided to take voluntary redundancy. He also provided evidence that, since he had received the July 2009 letter, he had been looking for a new job, without success.

The Trustee submitted that Mr Major had provided no evidence to show that he had relied on the incorrect information in the February 2009 estimate. It also submitted that Mr Major should have realised the pensionable service set out in the 2008 statement was incompatible with the figure in the August 2007 letter. Even as a layman, he should also have realised that the projected pension (of about £10,000 p.a.) in the 2009 estimate was not compatible with his years of pensionable service, his salary of about £30,000 a year and a scheme accrual rate of sixtieths. Finally, the Trustee submitted that Mr Major had failed to mitigate any loss by not asking his employer to reinstate him and had benefited from state benefits and reduced travel costs after his redundancy.

The Ombudsman upheld Mr Major’s complaint.

The Ombudsman did not make a finding as to whether Mr Major had ever received the June 2008 statement, because “even if he did, I do not find that he should have realised from it that a mistake had been made”, as the way the statement was set out “would not make complete sense [even] to an expert”.
In the case of the 2009 estimate, although the error would have been obvious to a pensions expert, it was not obvious to a layman. To identify the mistake from the estimated benefits, Mr Major would have “needed to know the basis for a redundancy pension was (as distinct from on leaving or retiring at 65 including whether it was possibly reduced or increased) and to check the figures manually.”

On the question of Mr Major’s reliance on the incorrect information, the Ombudsman held that there was no reason to conclude that Mr Major would have left employment voluntarily before his retirement age, had he not received the 2009 estimate. Had Mr Major remained in his job, he would have received earnings and continued to accrue pension.

Mr Major had clearly tried to mitigate his loss of earnings by finding a new job and though he had not asked to be re-instated in his old job, it was unlikely this would be possible and the trustee had not itself previously suggested he try. While Mr Major had received six months’ job seeker’s allowance and had lower travel costs after his redundancy, he had also lost other benefits from his job, such as sick pay.

The Ombudsman directed the trustee to pay Mr Major (i) a lump sum representing his lost earnings to age 65, less his redundancy payment, and (ii) an additional pension based on the difference between the actuarial value of the benefits he would have received if employed till age 65 and the actuarial value of his current pension benefits. The Ombudsman also directed the trustee to pay Mr Major £500 as compensation for the distress and inconvenience caused to him by its maladministration.
If a member proceeds with a mortgage in reliance on a benefit overstatement, an award may be made to cover the outstanding amount.

Mr E Smith v AEGON

Mr Smith was a deferred member of the James Lister & Sons 1973 Ltd Pension Scheme and was entitled to a pension from his normal retirement date in April 2010. His benefits were transferred to AEGON in November 1991 and he was issued with a statement of guaranteed benefits which gave an annual pension of £2,502. In May 1997, AEGON also told Mr Smith’s independent financial adviser (“IFA”) that his guaranteed pension was £2,502 but in October 1999 Mr Smith received a schedule of benefits stating that his pension was £5,519.

In December 2006, Mr Smith and his wife bought a lease on a mobile home in a park for £36,000. In October 2008, Mr Smith’s IFA was told that his pension would be £2,502, but a statement received in November quoted it as £5,519. Mr Smith was contemplating purchasing a maisonette, and it was confirmed that the lower pension was incorrect and that he would receive a pension of £5,519. He then purchased the maisonette with a £20,000 interest-only mortgage and £50,000 of savings. He was aware that the property required rewiring and a new boiler. Mr and Mrs Smith were required to resell the mobile home to the park owners at its book value of £10,750.

In February 2010, Mr Smith’s pension was confirmed as £2,502, which came into payment in April 2010. As at 30 September 2011, the capital outstanding on the mortgage was £10,550.

Mr Smith complained that he had been left in a difficult position because of assurances that his pension would be about £3,000 more than his actual entitlement. The maisonette’s short lease made it virtually unsellable, and he and his wife were concerned that they would not be able to repay their mortgage, pay for the work required to the maisonette or to extend the lease, or leave anything to their children. They had made a significant loss when they sold the park home and would not have done so had they not relied on the quoted pension. Mr Smith had also declined the opportunity to work past his retirement date.

The Ombudsman upheld the complaint. Providing Mr Smith with incorrect information was maladministration and Mr Smith had relied on it when proceeding with the mortgage. As different pensions had been quoted, Mr Smith had confirmed the amount with AEGON before proceeding, which was as far as he could be expected to go. AEGON did not correct their mistake when they had the opportunity to do so, thereby compounding it.
The Ombudsman found that, while Mr Smith had relied on the quotations to his detriment, it was not possible to put him in the position he would have been if the correct pension had been quoted: he had made gains, such as the maisonette, but had also made losses, such as using his savings for the purchase, and had incurred different expenses. However, by taking on the mortgage and not being able to pay it off as planned, Mr Smith was in a position he would not have been in and which he would have difficulty getting out of.

The Ombudsman directed AEGON to pay Mr Smith £10,500 to cover the outstanding amount of the mortgage. No award was made for rewiring, the lease extension or the new boiler as these would take several years to complete and, while it was foreseeable that Mr Smith would take on financial obligations, it was not foreseeable that he would take on the additional risk of the maisonette in its current state. The Deputy Ombudsman made no award for the loss on the sale of the park home as Mr Smith had been compensated by the maisonette’s more permanent nature. The Ombudsman did not consider the reduction of his family's inheritance as he could only consider Mr Smith’s losses. No award was made for distress or inconvenience as the repayment of the mortgage would be adequate to cover “any further claim for non-financial injustice.”
Dr Wheeldon retired on grounds of ill-health and became entitled to an enhanced ill-health retirement pension. In 1993, he wrote to the NHS Business Services Authority ("NHSBSA") informing them that he had recently divorced and to ask what rights a future wife would have to a pension from the scheme. NHSBSA replied and said that if Dr Wheeldon remarried, his new wife would be entitled to a “half-rate widow’s pension based on service from 6 April 1978”.

Dr Wheeldon married on 3 December 1993 and wrote to NHSBSA to ask how much Mrs Wheeldon would be entitled to from the scheme in the event of his death. NHSBSA informed him that she would be entitled to £6,575 a year. Dr Wheeldon’s will provided that the proceeds of any insurance policies should be used to redeem the mortgage on the property where he resided with Mrs Wheeldon. The residual estate was to be divided between Mrs Wheeldon, her son and daughter, and Dr Wheeldon’s two daughters. After Dr Wheeldon’s death, following redemption of the mortgage, each beneficiary received £11,000. NHSBSA informed Mrs Wheeldon that the amount quoted in 1994 had been incorrect and should have been £4,548.

Mrs Wheeldon claimed that her late husband organised his finances according to the amount quoted and would not have left instructions for the residue of his estate to be divided equally had he been aware of the correct pension. NHSBSA argued that other factors determined how Dr Wheeldon drafted his will, such as securing the home mortgage free and considering his wider family. As the amount quoted was 14 years before he made his will, it was unreasonable for Dr Wheeldon to rely on such dated material if it was central to his inheritance planning. Further, there was no financial loss to Mrs Wheeldon as she was receiving her entitlement under the scheme.

The Pensions Ombudsman upheld the claim. The Ombudsman said that as Dr Wheeldon requested clarification of the benefits that would be available to Mrs Wheeldon in the event of his death twice in 1993, it strongly supported a view that the level of income his wife would receive upon his death was a significant factor in his financial planning. As there was nothing obviously wrong with the information given to him in 1994 there was no reason why he should not have relied on it, even many years later. It was reasonably foreseeable that he might do so.

The Ombudsman also considered that given his nature as an intelligent man with a keen interest in financial matters, it was highly improbable that Dr Wheeldon would have made a will without regard to the pension that Mrs Wheeldon would receive. On the evidence, the Ombudsman found that Dr Wheeldon did take into account his expectation of the pension that Mrs Wheeldon would receive on his death. As he took account of the spouse’s pension, it followed that he would have made different arrangements had he known it was less.
Both Dr Wheeldon and Mrs Wheeldon were owed a duty of care by NHSBSA. Mrs Wheeldon was a contingent member of the scheme and the information concerned her directly. Dr Wheeldon acted upon the information but in effect it was given to them jointly. There was a finite amount to be divided between Dr Wheeldon’s family. His first priority was to provide for his wife, which he did by paying off the mortgage. On the balance of probabilities, he would have drafted his will differently and bequeathed his children and Mrs Wheeldon’s children a significantly smaller amount had he known the true amount of the spouse’s pension. Given the difference between the actual and expected pension, the Ombudsman considered that he would have left about £10,000 in total to the children.

NHSBSA were directed to pay £35,000 plus £2,000 for delayed receipt to Mrs Wheeldon.
A nomination form for payment of a lump sum death benefit should not be given greater weight than other relevant factors.

Mrs S Earle and Michelin Pension Trust Limited

Mr Earle, a member of the Michelin Pension & Life Assurance Plan (the “Plan”), completed a nomination form in January 2000 indicating that he wanted death benefits to be paid to his two adult daughters. In 2001, Mr Earle met the now Mrs Earle and they married. Mr Earle died without leaving a will and a widow's pension was paid to Mrs Earle. The administrators of the Plan wrote to the trustee secretary enclosing the nomination form, birth, death and marriage certificates. The trustee secretary told them to pay according to the nomination form, so the lump sum was paid to the two adult daughters.

The trustees of the Plan considered the decision after Mrs Earle challenged it. They were told that Mr Earle had left a widow and two adult children. Their written brief did not say that the nomination form was completed before Mr Earle met and married Mrs Earle, or that the children were not those of Mrs Earle. The trustee board confirmed the decision made by the secretary was correct.

In 2009, the Pensions Ombudsman determined that it had been maladministration as the decision had been based on incomplete information. The trustee board were directed to examine the decision again of how to distribute the lump sum and to assemble all the evidence that would have been material at the time. Mrs Earle submitted a further complaint.

The trustee board met to reconsider the matter. They had a number of documents including a written brief which said that Mr Earle did not leave a will but left a nomination form dated 2000 in which he named his adult daughters. They were also told that he subsequently remarried in 2001. At the meeting the trustee board minutes said that the board resolved that the lump sum should be paid to the member’s daughters. The board considered the fact that Mr Earle completed a nomination form in 2000 and subsequently remarried and that Mr and Mrs Earle were financially interdependent. The board concluded that Mr Earle’s intention was to provide an inheritance for his children notwithstanding that he subsequently remarried as he knew his wife would receive a spouse’s pension.

The trustee board claimed that the only definite indication of Mr Earle’s wishes was the nomination form. On the balance of probabilities, this represented the best indication of the wishes of Mr Earle.

The Pensions Ombudsman upheld the complaint. The Ombudsman said that in reaching their decision, the trustee board needed to ask the right questions, construe the rules correctly and take into account all relevant matters but no irrelevant matters. They must not come to a perverse decision i.e. a decision which no other reasonable decision maker faced with the same evidence would come to.
The Ombudsman said that it was wrong of the trustee board to attempt to guess what Mr Earle’s wishes might have been and then use that assumption to determine who should receive the death benefit. The Plan Rules provided that any persons nominated in writing by the Member fall within a class of beneficiary but this did not mean that member’s wishes were to be given any particular weight over other relevant factors. The trustee board was required to identify the beneficiaries, which they did, then use their discretion to decide to whom the benefit should be paid. Mr Earle’s wishes were material, but the trustee board closed their eyes to the relevance of the relative financial positions and degree of dependency of Mrs Earle and Mr Earle’s daughters. The trustee board could consider these facts and give them no weight once aware of them, but they cannot decide in advance to ignore unknown information which could make a difference.

The trustee board did not asked the right questions or considered all relevant matters. They should have established the extent of Mrs Earle’s dependency and considered the dependency of the daughters. The trustee board should have investigated Mrs Earle’s financial position in greater depth.

The Ombudsman directed the trustee board to reconsider, as if for the first time, the distribution of the lump sum death benefit payable in respect of Mr Earle. Before doing so, the trustee board were directed to take appropriate steps to obtain sufficient material information about the financial positions of Mrs Earle and Mr Earle’s two daughters at the time of Mr Earle’s death.
If a respondent ignores a request from the Ombudsman’s office for information which prolongs the complaints process and causes increased inconvenience, an additional award may be made to the complainant.

Mr D J Ryan v Zurich Assurance Limited (“Zurich”)

Mr Ryan’s personal pension arrangement was transferred from Zurich to Skandia in September 2007. Zurich received Mr Ryan’s contracting-out rebate of £2,547.47 for the 2008/2009 tax year from HMRC on 1 June 2009 and returned it on 23 June with a covering letter stating that they had not completed the relevant ‘CA’ form when Mr Ryan’s pension arrangement was transferred to Skandia, and that evidence of the change was enclosed. On 6 May 2010 Skandia wrote to Mr Ryan to inform him that he was still contracted-out with Zurich because Zurich had failed to complete form CA1544. Skandia also wrote to Zurich to request that they complete form CA1544.

On 1 June 2010, Zurich received Mr Ryan’s rebate for the 2009/2010 tax year, which they returned to HMRC on 23 October. HMRC confirmed to Mr Ryan on 14 June 2010 that he would be contracted-out with his Skandia plan from the 2010/2011 tax year. HMRC said that the 2008/2009 rebate was returned to Zurich on 5 July 2010. Mr Ryan’s Skandia plan received the rebate for the 2009/2010 tax year on 17 February 2011.

The Deputy Ombudsman’s office contacted Zurich about the 2008/2009 rebate in August 2011 but was told that it had been returned to HMRC on 23 June 2009. No response was received to either the Deputy Ombudsman’s office’s request for written clarification about the payment, or its request for a formal response to Mr Ryan’s complaint about Zurich’s delay and failure to forward the rebate to Skandia, and to HMRC’s assertion that the 2008/2009 rebate was sent to Zurich in July 2010.

The Deputy Ombudsman upheld the complaint. It was maladministration for Zurich not to complete the relevant HMRC form and to take so long to return the rebates to HMRC or to forward them to Skandia. Two weeks would have been sufficient for returning or forwarding the rebates.

Zurich should not have ignored requests from the Deputy Ombudsman’s office for information and a formal response, and they increased the inconvenience to Mr Ryan by prolonging the complaints process. As the 2008/2009 rebate had not been received by Skandia, the Deputy Ombudsman concluded that Zurich must still be in possession of the rebate, which was maladministration.

The Deputy Ombudsman ordered Zurich to pay £2,547.57 to Mr Ryan’s plan, which was the base amount of the missing 2008/2009 rebate, increased at a standard rate from 19 July 2010 to the date of payment, plus interest at a standard rate on the 2009/2010 rebate from the date it was received by Zurich from HMRC to the date it was received by Mr Ryan’s Skandia plan. He also awarded Mr Ryan £650 for inconvenience. This was a greater sum than would normally be awarded and was to compensate for the increased inconvenience to Mr Ryan and for the possibility that Mr Ryan may not have been awarded all possible investment gains for the missing rebate due to the difficulty of accurately awarding a specific amount as a result of to the volatile nature of his plan.