

The complaint

Miss M complains about Cofunds Limited trading as Aegon, referred to as “Aegon” or “the business”.

In short, she says:

- She was sent a top up form (and Illustration) to complete in order to deposit money into her ISA, but the form was long and complicated, and she wasn't given enough assistance on how to complete it.
- Consequently, she had to re-send the form numerous times and wasn't provided with a pre-paid envelope.

To put things right, Miss M wants £50 compensation to pay for the stamps, envelopes and calls made. She also wants compensation for the trouble and upset caused.

What happened

I issued my provisional decision in early March 2022 which forms a part of this final decision.

In summary, I said provisionally I was minded to uphold this complaint.

On the face of the evidence, and on balance, despite what Aegon said, I was unable to safely say that it behaved reasonably towards Miss M – a vulnerable 81-year-old disabled woman living on her own.

I didn't blame Aegon for not being able to process Miss M's application to transfer £10,000 into her ISA, because her application (including the cheque payment) was either incomplete, incorrectly filled or didn't match the Illustration.

However, I didn't think it adequately considered her age, vulnerability and disability when dealing with her. Therefore, provisionally I said Aegon should pay Miss M £75 compensation for the distress and inconvenience caused.

I noted that Miss M accepted that 'the form was sent back a number of times because it was wrongly filled in'. But she also said she didn't get any help with the paperwork, and that she phoned a number of times, but no one called her back.

I was satisfied that Miss M made reasonably clear from the outset that she was an 81-year-old disabled woman, with reduced/impaired sight in one eye, and suffered from arthritis in both knees living on her own. She also made clear that she was having difficulty filling out the top up form and didn't understand the Illustration.

She also voiced concerns about the cost of her phone calls – from what appears to be a 'pay-as-you-go' mobile phone – and her ability to walk to and from her local village post

office – which was half an hour away – in order to post letters. In the circumstances, and on balance, I thought it would've been reasonable for Aegon to give Miss M greater assistance in filing out its form, sooner and calling her back in order to do so.

I acknowledged that on 18 May 2020 the call handler suggested that Miss M contact her building society about getting it to assist her with the form as she was paying a monthly service charge. However, I also noted that Miss M had a recent appointment with that business cancelled at the last minute, so wasn't keen to go back in case the same thing happened again. In the circumstances I couldn't blame her not approaching the building society.

In my opinion, there was also no reason why in that instance Aegon couldn't have returned the initial form clearly marking out the sections that needed to be completed with instructions in simple language.

It was evident from the later calls that Miss M was overwhelmed by all the paperwork. I noted towards the end she was making different mistakes, so her instructions still couldn't be actioned, and she was extremely frustrated going round in circles.

It wasn't until July 2021, that it seemed Miss M was given assistance in filling out the top up form and in due course she was able to successfully deposit funds into her ISA. But overall its assistance was very much piecemeal.

The above notwithstanding, I was satisfied that Aegon was entitled, in the reasonable exercise of its legitimate commercial judgement, to change its process – and it's not for us to tell Aegon how to run its business.

I also understood that for the purposes of depositing money into her ISA, Miss M needed to submit a signed and dated top up form with her cheque payment, and the details needed to match the Illustration. I also noted that Aegon provided the relevant form and Illustration – as it was required to – before it could accept a one-off payment of this kind. But for the reason I've explained above, I thought that this was separate to why I thought this complaint should be upheld given Miss M's circumstances.

I also noted that in its final response, Aegon suggested that Miss M had previously topped up her account by cheque in April 2020 for £3,000 so would've known what to do. But based on a chronology of events I didn't think this was correct, because it seemed that on that date – which probably should read April 2021 and not April 2020 – section 5 of the form wasn't complete so her instructions couldn't be completed. In other words, it seemed Miss M was having the same problems.

But whether (or not) the above was correct, on the face of the evidence, and on balance, despite what Aegon said, I wasn't persuaded that Aegon provided a comprehensive, fair and reasonable service that took into account Miss M's age, vulnerability and disability.

For the reasons set out above I thought Aegon should pay Miss M £75 compensation for the overall distress and inconvenience caused.

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

I was informed by the investigator that Miss M responded and accepted my provisional decision.

Aegon also responded and accepted my provisional decision. In short, it said:

“Having discussed this internally, I can confirm we accept the ombudsman’s decision. I’ll wait until receiving confirmation of whether or not Miss M (names anonymised) accepts this decision before taking any action around paying £75 for the distress and inconvenience caused.”

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, in light of Miss M and the business accepting my provisional decision, my decision to uphold this complaint and award Miss M £75 compensation remains the same, for the same reasons set out in my provisional decision.

In other words, 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.

Putting things right

Cofunds Limited trading as Aegon should pay Miss M £75 compensation for the trouble and upset caused.

My final decision

Cofunds Limited trading as Aegon should pay Miss M redress as set out above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss M to accept or reject my decision before 20 April 2022.

Dara Islam
Ombudsman