

The complaint

Mr J complains that Aviva Life & Pensions UK Limited (Aviva) didn't respond to him in the timescales promised when he'd queried the impact of Brexit on his pension, having received letters sent by Aviva to non UK residents. Aviva had also been unable to make changes to a trust deed pertaining to the pension and had told Mr J he needed to seek legal advice.

What happened

Mr J lives abroad. He has a pension policy with Aviva. Mr J got in touch with Aviva in 2021 after receiving generic letters from Aviva sent to non UK residents about the possible impact of Brexit on their pension policies. Mr J was particularly concerned that he'd still be able to make a claim on the policy if he lived abroad. He was unhappy with Aviva's responses and that Aviva hadn't got back to him within the timeframes promised. That led to Mr J making a complaint. He'd also raised some queries about a trust deed to which his policy was subject.

Aviva issued a final response letter on 17 July 2021. It said Mr J was unhappy with the timescales for issuing documentation. Aviva didn't uphold the complaint. It said Aviva currently had a ten working day service standard. Although it acknowledged Mr J's comments about the time taken to respond, it was part of the standard process.

Mr J asked us to look into what had happened. On his complaint form he said he had two complaints. He thought Aviva's final response letter referred to post Brexit issues in respect of his policy. The other matter concerned difficulties with changing the trust deed. He said each issue involved slow, incomplete and conflicting information from Aviva. He set out a timeline of his dealings with Aviva. He said Aviva's final response letter hadn't included any details of his complaint and was dismissive in tone.

We asked Aviva for its file and comments on the complaint. ReAssure Limited (ReAssure) responded to us on Aviva's behalf. ReAssure provided copy correspondence and a call log with notes of Mr J's telephone calls with Aviva.

One of our investigators looked into what happened. She upheld the complaint. She said:

- Aviva had confirmed its usual turnaround time for responding to queries was ten working days. But that hadn't been quoted to Mr J and no expectation of that was set.
- Aviva had confirmed, in some instances, there'd be a callback or response to escalated queries within 48 hours.
- Mr J had been advised he'd receive a response within 48 hours but that hadn't happened.
- Mr J had chased Aviva multiple times to get clarity about the information he'd received via generic Brexit letters issued by Aviva.
- Aviva was unable to provide copies of the generic letters but had confirmed, contrary to what Mr J had said about what he'd understood from the letters, a claim could be made on the policy although Mr J lives abroad.
- Aviva couldn't provide the call notes from Mr J's calls about Brexit but Aviva said the call handlers had a brief knowledge of the impact of Brexit and would be expected to refer queries for a specific response.

- It had been stressful and inconvenient for Mr J.

The investigator said Aviva should pay Mr J £150 to acknowledge that the expectations set when advising Mr J as to when Aviva would respond with information on his queries hadn't been met. He'd been inconvenienced and had been caused further stress by having to chase Aviva for promised responses. About the trust deed, the investigator said the requirement for that to be done externally was reasonable.

Mr J accepted the investigator's view. Aviva (or ReAssure on its behalf) didn't. It said it had reviewed the calls into and out of its contact centre for Mr J and further call notes were attached. ReAssure said, where a call back was requested within 48 hours, there was only one time when Mr J didn't get that, which had been on 18 October 2021.

Where Mr J had been told there'd be a ten day turnaround time, that involved issuing paperwork. Mr J may have been unhappy with that but, due to internal processes, documentation is usually issued within ten (working) days and Aviva was unable to change its procedures.

The Brexit letters had been issued to Mr J direct from Aviva (rather than by ReAssure) and ReAssure didn't hold copies but had requested them. ReAssure said it assumed it was a general mailing following Brexit which restricted certain changes being made to policies by overseas residents. ReAssure said Mr J would always have been able to take his benefits.

ReAssure had no record of any calls into its contact centre about Brexit and so was unable to provide any calls. ReAssure suggested the mailing gave customers a contact number which was staffed by Aviva employees. ReAssure was unable to obtain information from Aviva's databases.

With regard to the trust deed, Mr J had been informed that he needed signatures from the trustees if he wanted to make changes. He'd said, on 24 August 2021, that he was having issues with one of the trustees and so he was seeking legal advice.

The investigator considered the points ReAssure had raised. She didn't think Mr J's complaint or the handling of the communications he was complaining about had been fully understood. The investigator set out a timeline with some key points. She noted that ReAssure hadn't been able to provide copies of the Brexit letters and had only just asked Aviva for copies, even though it was the content of the letters that had confused Mr J and prompted him to seek guidance about the impact on him.

The investigator said there were at least two occasions where a callback (about Brexit information) had been promised but hadn't been provided. The call notes provided showed that when Mr J called on 21 June 2021, a callback on 23 June 2021 was agreed. Mr J had called on that date, but his call was about the trust deed. He didn't get the promised callback about Brexit. He'd chased that up on 30 June 2021 when he'd called again. A callback was again promised within 48 hours which again hadn't happened.

The investigator noted that Aviva's final response letter dated 17 July 2021 appeared to refer only to the timescales for providing forms relating to the trust and didn't address the Brexit communications. The investigator's view was that it wasn't unreasonable to expect a business to be able to provide information on two separate queries at the same time. The investigator asked, if a referral to an ombudsman was required, for call recordings and copies of the two letters issued about Brexit.

As the investigator didn't get any response from Aviva/ReAssure in response to her further comments she told the parties that the complaint would be referred to an ombudsman.

Mr J spoke to the investigator over the telephone. He also provided copies of the two letters he'd received from Aviva. The first, dated 13 January 2021, is headed, *'Impacts to your policy as [an overseas] resident from 1 January 2021 – please read'*. The second, headed *'BREXIT UPDATE'*, is undated but Mr J said he'd received it on 19 June 2021.

We shared those letters with ReAssure. It said, if Mr J had phoned the number on the letters, his call would've been put through to Aviva. ReAssure didn't have copies or details of the calls. ReAssure had dealt with the trust issues as this was part of the administration of the policy. ReAssure said it believed the complaint had been exasperated because Mr J had received correspondence from both ReAssure (on Aviva headed paper) and Aviva directly.

The investigator responded saying that Mr J had complained to Aviva and the fact that ReAssure was dealing with the complaint shouldn't impact on that or the information that was to hand to enable an accurate response to the complaint. The investigator said she was confused as the information provided recorded calls about Brexit so it was unclear why ReAssure said it couldn't see those calls or comment on them. The investigator invited ReAssure to call her to discuss things further. But we've not heard further from ReAssure. So the complaint has been referred to me to decide.

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.

I think there's been some confusion arising from the fact that Mr J's complaint is against Aviva but ReAssure has dealt with the referral to this service. It seems that ReAssure doesn't have direct access to all of Aviva's records. But we'd expect ReAssure, in dealing with the complaint on Aviva's behalf, to obtain any relevant information from Aviva promptly in order to address the complaint properly. In this case that would include copies of the Brexit letters which prompted Mr J's enquires to Aviva. And, if available, recordings of Mr J's calls with Aviva.

But I'm not going to ask ReAssure to get further information from Aviva. That's because I think I can fairly decide the complaint on the basis of what I've seen.

First, Mr J has provided copies of the two Brexit letters he received and we've shared those with ReAssure. Secondly, call logs have been provided and set out dates and brief details of Mr J's telephone calls with Aviva, including what follow ups were required. I don't think recordings of the calls (if available) are required and when the complaint isn't so much about the content of the calls but what further action and information was required to fully answer Mr J's queries and within what timescale that would be provided.

Aviva says it only once failed to call Mr J back within the 48 hour window promised. A callback request was logged on 13 October 2021 but that call wasn't made as promised, hence Mr J chased it up on 18 October 2021. But I don't think that was, as Aviva suggests, an isolated incident. The investigator identified (with reference to the call log that had been provided) two other occasions when a promised callback within 48 hours hadn't happened - following Mr J's calls on 21 June 2021 and 30 June 2021.

I think the investigator is right. Aviva's call log records Mr J's call on 21 June 2021. And that he needed a callback by 23 June 2021 (within 48 hours). It also shows a call from Mr J on that date (23 June 2021). But that was about a different issue – the trust deed and the removal of beneficiaries. Mr J called again on 30 June 2021 as he hadn't received the call

back he'd been promised on 21 June 2021. On 30 June 2021 he was again promised a callback within 48 hours which, again, didn't happen.

There's a note to say that a call was attempted on 29 June 2021 and a voicemail left. I think that was probably a follow up to his call about the trust deed. When his call on 23 June 2021 was escalated, Aviva agreed to expedite the forms so that Mr J would get them by 29 June 2021. It's possible that Aviva tried to call Mr J on that date to check he'd got the forms. Even if that wasn't the case and the attempted call on 29 June 2021 was the promised follow up to Mr J's call on 21 June 2021, that would still be a service failing when a callback had been promised by 23 June 2021.

So, in addition to the admitted failure to call Mr J back within 48 hours of the call on 13 October 2021, there were two other times when that promise wasn't met.

I note that some written information about the impact of Brexit was provided to Mr J. I've seen a number of letters from Aviva (for example, Aviva's letters dated 23 June 2021, 1 July 2021 and 6 August 2021). It's possible that some of the information Mr J had requested over the telephone was provided to him in writing. But, even if that was the case, I still think the callbacks should've been made as promised and even if only to confirm that a letter had been sent.

I've looked at the two letters which sparked Mr J's concerns and prompted him to make enquiries of Aviva. I accept, in the period following the UK's exit from the European Union and with the transition period having ended on 31 December 2020, it wasn't entirely clear how things would work going forwards for non UK resident policyholders. Aviva's letter of 13 January 2021 set out that restrictions might apply when Mr J came to take his benefits from his policy. I can understand why Mr J would've found that worrying.

Aviva's further (undated) letter didn't allay Mr J's concerns and he contacted Aviva for further information. It seems Aviva didn't have to hand the two letters which Mr J was querying. I think Aviva could've foreseen that its (generic) letters might give rise to queries and taken steps to ensure the letters were available to call handlers who, even if they weren't able to provide detailed information, would at least have been aware of what information had been provided to policyholders and so had a better understanding of any queries.

I don't think Aviva's final response letter was adequate. It was very brief and simply referred to a ten working day standard for processing requests. It's unclear if the letter was addressing Mr J's concerns about the Brexit letters or the requirements in connection with the trust deed and the time required to issue documentation. There wasn't any attempt to address issues such as Mr J not getting callbacks within the 48 hour window Aviva had promised.

About the time taken for paperwork to be issued, although I can understand why Mr J might consider ten working days excessive, I don't think it's so long as to be unreasonable. And I note, when Mr J, during his telephone call with Aviva on 23 June 2021, said that the matter was causing stress, Aviva did arrange for the forms to be sent out sooner.

I'm not upholding any complaint about the trust deed. I've seen that Mr J confirmed to the investigator that the matter was resolved, his solicitor having drafted a new trust deed. Where, as here, a policy is subject to a deed of trust, and changes are to be made, legal input will often be required.

All in all I agree with the investigation outcome that there were failings on Aviva's part. I don't see that Mr J was caused any financial loss but he did suffer distress and inconvenience. I

think the sum recommended by the investigator, £150, is fair and reasonable in the circumstances of this case.

My final decision

I uphold the complaint. Aviva Life & Pensions UK Limited must pay Mr J £150 as compensation for the distress and inconvenience suffered in consequence of the service failings I've referred to above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 2 December 2022.

Lesley Stead
Ombudsman