

## **The complaint**

Mr J complains that Aviva Life & Pensions UK Limited (Aviva) unfairly refused his request to confirm the name of his original employer each time it sends him correspondence regarding his two pension policies. He'd also like to receive a single P60 for his two policies.

Mr J says he's complaining on behalf of himself and any other pensioner who has their pension/financial service taken over.

## **What happened**

Mr J has two pension policies with Aviva. The policies originated from two different businesses which have both become part of Aviva. They have individual plan numbers and are administered from different Aviva offices – in Bristol and Crawley. Mr J said that his two policies were from the same employment and therefore should be merged.

Mr J's policies had been administered by Friends Life, which is now part of Aviva. In 2017, when the transfer of the policies to Aviva was being considered, Friends Life policyholders were invited to put their objections to the Companies and/or the Court if they felt they would be adversely impacted by the proposed insurance business transfer.

Mr J objected to the transfer. He felt that his bank statements just showed the provider that paid the pension. But didn't show the employer the pension had originated from. He said this made it difficult to keep track of which pension payment was from which employer's pension.

Aviva wrote to Mr J on 14 August 2017 to tell him that his objection had been noted. And that it would be brought to the attention of the Courts, the Independent Expert and the Regulators. It said that the judge would consider the objections in September 2017.

Aviva said that the transfer would have no effect on the way either of his policies worked, or on the payments he received. It also said the terms and conditions wouldn't change. And that the same team of people would be looking after the policies before and after the transfer. It said the only change after the transfer would be to the branding on its communications. Aviva also confirmed that the two policies couldn't be merged.

Aviva wrote to Mr J again on 18 August 2017. It confirmed that it would pass his objections on to the Courts, the Independent Expert and the Regulators.

Mr J called Aviva on 7 May 2021 to discuss the P60s he received. He said he

wanted a single document that had the details from both the P60s. He also said the P60s didn't reference which policy they related to. He raised a complaint.

Aviva issued its first final response on 14 June 2021. It didn't uphold the complaint. It said that although it understood Mr J's difficulties in establishing which pension each P60 relates to, it wouldn't be possible for it to implement the change to the information provided on the P60 that Mr J wanted. But it said that it would send Mr J a letter each April which should help him to establish which policy each P60 related to.

Mr J spoke to Aviva on 18 June 2021. He felt its response hadn't addressed all his points. He referred to his concerns about both the P60s and a previous Court hearing relating to the transfer of the Friends Life business to Aviva in 2017. He said he felt he'd been given reassurances that the P60s would be referenced to show which policy they related to. Aviva said it would investigate the complaint further.

Aviva called Mr J on 2 July 2021. It reconfirmed that the P60s couldn't be combined. But said it could arrange for a letter to be sent from both the Crawley and Bristol offices which would provide the histories of the policies.

Mr J felt that his objections to the Friends Life and Aviva merger had been accepted and that there was a Court order in place which he felt meant Aviva was in breach of. So he complained again.

Aviva issued a further final response to Mr J on 4 October 2021. It repeated that it couldn't merge Mr J's pensions. But said that it would pay him £50 for its delay in responding to his concerns. Aviva also said that it wasn't aware of any Court order requiring it to confirm each policy's origins each time correspondence was sent.

Aviva provided further information about the two policies Mr J held. And said that if he kept the letter in an accessible place it should help with his concerns that his next of kin/executors would find it difficult to reconcile his assets on his death.

I understand that £50 compensation was paid to Mr J on 11 October 2021.

Aviva called Mr J on 2 November 2021 to discuss his 2017 objections to the transfer of business, as well as the correspondence he'd received in 2017. And on 1 December 2021 Aviva told Mr J that it was waiting for a copy of the letters he'd received in 2017. Aviva said that Mr J believed that it'd sent him correspondence relating to a Court order. But it didn't think this was the case. It said it would write again to Mr J when it had more information.

Having received the 2017 correspondence, Aviva called Mr J on 9 December 2021. Aviva said it couldn't find any evidence to suggest that the Courts had agreed to ensure that the P60s issued to Mr J would quote the name of his original employer. Mr J told Aviva that he'd been told verbally that his complaint had been upheld.

Mr J called Aviva on 7 February 2022. He referred to a letter dated 18 August 2017 which related to the objections he'd previously raised. Aviva said it had requested a copy of any correspondence sent to the Courts. It said it didn't know when it would receive the information, or if it would be the information Mr J needed. Aviva

confirmed that Mr J could refer his complaint to this service.

Mr J brought his complaint to this service on 16 February 2022. He said it was important that the identity of the employer responsible for any pension shouldn't be lost. He said it was difficult to keep track of pensions. And that as people now generally had several, the problem would become worse. Mr J said he'd tried many times to sort this problem out.

Mr J said that before the transfer in 2017 he'd been notified that he could object to the Court. He said he'd been told by phone that his objection had been upheld. But that this hadn't been put in writing to him. Mr J felt that Aviva had failed to carry out the Court's ruling and that it had no intention of changing its procedures to meet his needs.

Aviva called Mr J on 21 June 2022 to tell him that a supplementary report relating to the transfer of the Friends Life business to Aviva would be sent to him. It said the report referred to the Courts and any objections that had been raised.

Mr J called Aviva again on 22 June 2022. He said he'd now read the supplementary report and wanted to discuss the contents. Mr J asked Aviva if it would change its position on his complaint. Aviva told him it wouldn't.

Our investigator didn't consider that Aviva should be required to make any changes to Mr J's policies. He felt it was right for it to keep the two plans separate. He said that Aviva had provided a written response providing the exact details of the two pension plans for Mr J to add to his records in October 2021. And Mr J had said that he'd placed this information alongside his will so that his family were aware.

But our investigator felt that that complaint should be upheld. This was because he felt Aviva's payment of £50 for the inconvenience it'd caused when it'd delayed providing the information Mr J needed wasn't enough. He felt that Aviva was aware that the issue was causing Mr J distress when he contacted it in July 2021. And as it hadn't provided this until October 2021, he felt it could've been provided sooner. Given the delay, he felt that a further payment of £150 for Mr J's inconvenience was appropriate.

Mr J disagreed with our investigator. He still felt that Aviva should be required to ensure that the original employer was referenced on each pension. Mr J also said that he still felt that his original complaint had been ignored and that he should have all his previous scheme details included in all correspondence.

Aviva said it would pay an additional trouble and upset payment of £150.

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'm going to uphold the complaint for the same reason as our investigator. This means I agree that the compensation Aviva paid for the

inconvenience it caused was too low. But I don't agree that Aviva should be required to make any changes to Mr J's plans or the way it communicates information about the plans to him. I know my decision will disappoint Mr J. I'll explain my reasons for it.

From the evidence I've seen, Mr J firmly believes that when he objected to the transfer in 2017 his objections had been upheld. Therefore he felt that Aviva was obliged to ensure that the original employer was referenced in all correspondence relating to his two pension policies.

Mr J said that he'd been told verbally that his complaint – that is, his objections about the transfer - had been upheld. But acknowledged that he'd never received any written confirmation about this.

Aviva told Mr J in its 14 August 2017 letter that his objections would be brought to the attention of the Courts, the Independent Expert and the Regulators. It also said that the only change after the transfer would be to the branding on its communications.

I've seen the Supplementary Report of the Independent Expert. It said that 154 objections were received from policyholders. The Independent Expert stated, within this report:

*"I have reviewed the objections received and considered carefully any potential issues relating to the Scheme".*

But he didn't recommend of the changes Mr J had asked for in his report.

I've seen no evidence that Aviva didn't forward Mr J's objections to all the parties it said it would. So I've no reason to consider that it didn't do as it said it would.

And apart from Mr J's recollection that he was verbally told that his complaint had been upheld, I've no evidence that there was ever a Court order requiring Aviva to take the actions Mr J wanted it to take. Without such evidence, I can't fairly conclude that there was a Court order.

I also note that the transfer of the business in 2017 didn't change anything apart from the branding on the communications. Therefore it would've been surprising if the Courts had decided that Aviva should be required to take an action that hadn't already been in place before the transfer from Friends Life.

I acknowledge that Mr J's aim here was not just to have clear information available for himself, but for other current and future policyholders. But I've seen no evidence that the Court's required Aviva to take the actions Mr J wanted them to take.

I've also considered if Aviva has acted fairly and reasonably in how it has handled Mr J's request.

Mr J was worried that his family wouldn't be able to piece his pension information together in the event of his death. So he wanted his pension policies to reference the original employer. He also wanted the two policies to be merged.

Aviva has explained to Mr J in letters and phone calls why it can't provide the information he'd like on all correspondence. It said that it wouldn't be practical to include this level of detail on every customer's P60 or correspondence, or to do this on an individual basis. Aviva has also told Mr J that his two policies can't be merged into one. It explained the full details of the two policies in its 4 October 2021 final response letter to Mr J.

Having considered the steps Aviva has taken, I'm satisfied that it has provided the detailed information Mr J needs. And I don't consider it would be fair or reasonable for me to require Aviva to provide this level of detail on every piece of correspondence, for all its policyholders. In any event, this service can't normally tell a business how it should be run.

I also don't consider that Aviva should be required to merge Mr J's two pension policies. I say this because Mr J's two policies are paid on different dates and from different offices. They are independent of each other. So I consider that a separate P60 is required for each pension. And I don't require Aviva to merge them.

From what I've seen, Aviva has now provided Mr J with the information he needed. And he has placed this alongside his will. I consider that this is a reasonable solution to the problem Mr J wanted to solve, as his next of kin should now be able to establish the origins of his pension policies in the event of his death.

I next considered the distress and inconvenience Aviva caused Mr J. I can see that he's had to spend a great deal of time and effort getting the information he wanted from Aviva. I consider that Aviva caused unacceptable delays in providing that information.

Mr J had to chase Aviva on a number of occasions to resolve the situation. And this took more time than I would've ordinarily expected. Although Mr J had made Aviva aware that the situation was causing him distress when he contacted it in July 2021, from what I've seen, Aviva didn't send the helpful information it said it could send until October 2021.

I consider that this information could've been provided sooner. So I agree with our investigator that the £50 compensation payment Aviva has already paid Mr J in respect of the inconvenience this caused him was too low. And I also agree that total compensation of £200 – that is an additional £150 more than Aviva has already paid Mr J – is reasonable under the circumstances of this complaint.

Overall, I'm satisfied that Aviva has taken reasonable steps to provide the information Mr J personally needed. But I don't consider that Aviva should be required to provide such information on all correspondence. Nor do I consider that Aviva should be required to merge Mr J's two policies into one. But as I consider Aviva took longer to provide that information that it should have, I uphold the complaint.

### **Putting things right**

Aviva Life & Pensions UK Limited must pay Mr J £150 further compensation for the distress and inconvenience it has caused him.

**My final decision**

For the reasons given above, I uphold Mr J's complaint. Aviva Life & Pensions UK Limited must pay him £150 further compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 16 February 2023.

Jo Occleshaw  
**Ombudsman**