

## The complaint

Ms B complains that Aviva Life & Pensions UK Limited (Aviva) failed to provide her with the information she requested on her pension plan in a timely manner. She also complains that it provided incorrect information and that it sent information she didn't ask for.

## What happened

Ms B had a personal pension plan with Aviva. Aviva sent her a letter dated 26 September 2023 containing information ahead of her selected retirement date in the following few months. The letter stated that Ms B's former employer was an employer I'll refer to as employer C. It said that her transfer value was £8,485.85 on 22 September 2023. And that her plan was invested in with-profits. It said: *"This type of fund may have a final or "terminal" bonus that may be payable when you leave the fund. Your transfer value shown will include this bonus if currently applicable but this is not guaranteed"*.

Ms B called Aviva on 6 October 2023 about the information in the letter. In response to her questions, Aviva's call handler told her that the quote was valid for a year. And that the longer she left her pension with Aviva, the more bonus she would accrue. He also said the bonus wouldn't ever be lost.

Ms B called Aviva on 19 October 2023. Its call handler said that her transfer value would fluctuate with market conditions. Ms B also asked where her contributions had come from. The call handler said they'd come from employer C. Aviva also confirmed Ms B wouldn't be able to 'dip into' her pension when she wanted to, but that it had other plans available that would allow her to do this.

As she'd been given conflicting information on the two October 2023 calls with Aviva, Ms B wrote to it on 24 October 2023. She asked Aviva to confirm whether her transfer value was valid for a year or if it could go up and down; which companies her pension contributions had been from, and if there had been any transfers from other employers; and to clarify the conflicting information she'd received about her pension options. Ms B thought she might've previously transferred funds to her plan from an employer I'll refer to as employer E.

As she'd not heard from it, Ms B wrote to Aviva again on 29 November 2023 to chase it for a response to her questions.

In early January 2024, Aviva's Annuity team issued an annuity pack to Ms B. On 11 January 2024 Ms B called that team as she hadn't requested the pack. During the call, she made it clear that she didn't yet know what she wanted to do with her pension. And raised a complaint about the way her queries had been managed and the conflicting information she'd received. The call handler offered to clarify some points for Ms B on the call, but she said she would prefer things in writing. The call handler also said that Aviva hadn't received Ms B's 24 October 2023 and 29 November 2023 letters.

Aviva wrote to Ms B on 12 January 2024 in response to the queries she'd raised in her 24 October 2023 letter. It apologised for the delayed response. And confirmed that the transfer value could go up or down. The letter also said that the plan had originally been taken out

under employer E. It said that when Ms B had left employer E in October 2000, the plan had been converted to a personal pension. And that when Ms B had then started to pay premiums into the plan herself between December 2000 and March 2001, Aviva said it was notified that she was then employed by employer C, which is why this employer had been named on the 26 September 2023 letter. Ms B said she didn't receive the letter.

Aviva confirmed that employer C had never paid any contributions into the plan. It also said there had never been any transfers into it. Aviva also confirmed Ms B's retirement options from her plan. It explained that her options within her existing plan were limited, but set out how she could access her funds immediately if she wanted to.

Aviva acknowledged Ms B's complaint on 15 January 2024.

Ms B sent a further chaser to Aviva for a response to her queries on 16 January 2024. She called Aviva again on 31 January 2024 about her complaint, as she'd been expecting to hear from the complaints team by this point. She also explained that she wanted to defer her selected retirement date. The call handler told her how to do this. On the same date, the complaints team contacted Ms B to tell her that it was still investigating her complaint.

Aviva sent Ms B a holding letter about her complaint on 5 February 2024.

Ms B completed, signed and returned to Aviva a deferral form to postpone her selected retirement date on 6 February 2024. She said Aviva didn't confirm receipt of the form.

Aviva wrote to Ms B on 7 February 2024 in respect of the call it'd had with her on 31 January 2024. It said the information she was still querying had been provided in its 12 January 2024 letter. It also confirmed where Ms B's previous contributions had come from and that there hadn't been any transfers into the plan.

Aviva's internal notes recorded that on 9 February 2024, it scanned Ms B's deferral form.

Ms B wrote to Aviva on 13 February 2024. She said that she hadn't received the 12 January 2024 letter it said it'd sent. She asked Aviva to re-send that letter. She wanted to know why employer C's name was on the 26 September 2023 letter Aviva had sent given it was now saying that only employer E had contributed to that plan.

On 19 February 2024 Aviva issued its final response to the complaint. It acknowledged it'd provided Ms B with incorrect information during the 6 October 2023 call. It also said it'd issued the annuity pack in error, and apologised for the confusion this must've caused. Aviva apologised for failing to respond to Ms B's queries in a timely manner. It also said it'd been wrong to tell Ms B that it hadn't received her letters of 24 October 2023 and 29 November 2023 on 11 January 2024. Aviva said it would send Ms B a cheque for £145 compensation to apologise for the upset and inconvenience its poor service had caused.

Ms B wrote to Aviva again on 22 February 2024 as she felt she still hadn't received answers to all of her queries. She said Aviva's 12 January 2024 letter hadn't arrived yet. She also said she hadn't received confirmation that Aviva had received her deferral form. She wanted Aviva to respond to her queries and reconsider the compensation awarded.

Aviva wrote to Ms B on 26 February 2024. It explained how the transfer value of the plan could change. It also reconfirmed that only employer E had contributed to Ms B's plan, and there'd been no transfers into it. Aviva also said that there was a maximum of 25% tax-free cash available under Ms B's plan, with multiple retirement options available as had been outlined in its previous correspondence.

Ms B spoke with Aviva's complaints team on 1 March 2024. It said it would review the compensation it'd offered her.

Ms B wrote to Aviva on 9 April 2024. She noted that while she'd been told Aviva would review the compensation and then let her know by the end of March 2024, it'd failed to do this. Ms B asked Aviva to respond with further compensation for the conflicting information, her unanswered queries, and the fact that it hadn't replied when it said it would. She suggested a further £145.

Aviva issued a further final response letter on 21 May 2024. It said it'd upheld the complaint for the reasons given in its February 2024 final response letter, and had paid compensation for the issues that response covered. It felt it'd dealt with that part of Ms B's complaint correctly. But it apologised for failing to complete Ms B's complaint appeal in the timescale promised. And said it would pay her £100 compensation for the delayed complaint response.

Unhappy, Ms B brought her complaint to this service in June 2024. She said Aviva had yet to answer all of her questions, despite her having asked those questions more than once. She said the remaining questions were:

- *How I might receive my pension?*
- *Where have my contributions come from, [employer C] or [employer E?]*

Ms B felt that Aviva had been incompetent in responding to her questions. She also said she still hadn't received acknowledgement from Aviva of the deferral form she'd completed and sent to it on 6 February 2024. And that she had yet to receive the letter Aviva said it'd sent to her on 12 January 2024.

Ms B said she wanted Aviva to respond to all of her outstanding issues. She also said she wanted further compensation to cover the costs and inconvenience of having to bring her complaint to this service. She felt a further £145 would be reasonable.

Ms B said that once Aviva had addressed her outstanding issues, she wanted to close her plan with it as she couldn't trust it to administer her plan appropriately. She said she expected to receive at least the amount Aviva had quoted in its 26 September 2024 letter.

Our investigator didn't think that Aviva needed to pay Ms B further compensation. She felt that the total compensation paid of £245 was reasonable under the circumstances. She also didn't think that Aviva should be required to honour the higher of the transfer value quoted in its September 2023 letter and whatever that value might be when Ms B accessed her pension benefits. But she considered that Aviva should complete the following actions to ensure Ms B had all the remaining information she'd requested:

- Provide confirmation of the current value of Ms B's pension plan and how she would go about either taking the full amount or transferring it elsewhere.
- Acknowledge that it'd received the deferral form and confirm the new selected retirement date recorded against her plan.

Our investigator also acknowledged that Ms B hadn't received Aviva's 12 January 2024 letter. So she sent a copy of that letter to her.

Ms B didn't agree with our investigator. She made a number of detailed points, including about the handling of her complaint. From what I've seen, our investigator responded in full to most of these points. I confirm I agree with our investigator and I don't have anything to

usefully add to what she's already said. However, I consider the following points still need to be addressed:

- Ms B found it odd that although she'd received all other correspondence from Aviva, she hadn't received its 12 January 2024 letter. which she felt was crucial to her concerns. She didn't think it was acceptable for our investigator to have forwarded her a copy of that letter, which was unsigned and not on headed paper. She felt Aviva should've sent her that letter.
- She said she'd told Aviva in her 13 and 22 February 2024 letters that she hadn't received the 12 January 2024 letter, but it still hadn't sent her a copy. She felt it should've done so.
- Ms B felt that our investigator's response to her issue with not being notified that Aviva had received her deferral form hadn't considered the real point. She felt that as the referral form was an official document, Aviva should've acknowledged it.

Our investigator asked Aviva to re-issue the 12 January 2024 letter to Ms B in the format she'd requested. She also asked it to send Ms B confirmation that it'd received her deferral form. I understand that Aviva provided the letter in November 2024.

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 agree with our investigator that the compensation Aviva has offered to pay Ms B for its service failings is fair under the circumstances of this complaint. I also consider that Aviva has now provided Ms B with all of the information she asked it for. I know my decision will be disappointing to Ms B. I'll explain the reasons for my decision.

While I've read all of the information provided by both parties, I won't be commenting directly on every single point made. But I have considered each point in making my overall decision.

My decision below will focus on the crux of the complaint. Ms B has made it clear that she believes that Aviva's failure to ensure she received its 12 January 2024 letter, or to quickly send that letter again once she'd told it she hadn't received it, is key here.

Where a business has made an offer to settle a complaint – as Aviva has done – what I have to decide is whether, in all the circumstances, that offer is fair and reasonable.

In this case, Aviva acknowledged in its first final response letter that its service fell short in the following ways:

- It'd provided incorrect information during the call with Ms B on 6 October 2023.
- It didn't reply to her queries as quickly as it should have.
- It issued an annuity quote that Ms B hadn't asked for.
- It incorrectly advised an internal department that it hadn't received Ms B's 24 October 2023 and 29 November 2023 letters.

Aviva paid Ms B £145 compensation in total for these shortcomings.

Aviva also accepted in its second final response letter that it should've completed the review of Ms B's complaint in a timelier fashion. It paid her £100 for the delays to its complaint handling process. But it said that it'd upheld Ms B's original complaint for the reasons it'd given in its first final response letter, and that it still felt that the compensation it'd paid in respect of those issues was fair.

The complaint Aviva addressed in its second final response letter was about its failure to reply to Ms B's appeal to its initial complaint response in the timescale it had promised.

Our investigator has explained to Ms B in detail why this service can't consider her complaint about Aviva's complaint handling. So there's nothing I can usefully add here. I agree with our investigator that this service only has the power to consider Ms B's service complaints about Aviva. Although these were mostly covered in Aviva's first final response, I'm not persuaded that Aviva has yet to consider the following points in either of its final response letters:

- Its failure to confirm receipt of Ms B's deferral form.
- Its failure to re-send the 12 January 2024 letter when Ms B had requested it.

So I've gone on to consider whether either of these points warrant additional compensation.

#### *Should Aviva have confirmed receipt of Ms B's deferral form?*

Ms B considers that the deferral form is an official document which Aviva should've acknowledged it.

Having thought about this point, I'm not persuaded that there was any requirement on Aviva to acknowledge receipt of this form. There's nothing to suggest that this was something Aviva needed to do under the terms of its contract with Ms B. I also say this because the evidence shows that Aviva did action the form shortly after it received it. Therefore I'm satisfied that Ms B's request to defer her selected retirement age has been carried out.

Therefore, while I acknowledge that Ms B expected Aviva to have confirmed receipt of her deferral form, I'm not persuaded that it should have. And I've not seen any evidence that Ms B has lost out because Aviva didn't acknowledge her deferral form.

I next considered Aviva's 12 January 2024 letter.

#### *The 12 January 2024 letter*

Ms B thinks it's strange that she didn't receive the 12 January 2024 letter, despite feeling that she'd received all other letters from Aviva. She thinks that Aviva should've re-sent her that letter on headed paper, signed with the name of the person who wrote it clearly stated.

Ms B also said that she told Aviva in her 13 and 22 February 2024 letters that she hadn't received the 12 January 2024 letter, but it still hadn't re-sent it to her.

Aviva has acknowledged that it sent the 12 January 2024 letter, within which it answered the majority of Ms B's queries, later than it should've. It's apologised to Ms B for that delay. And paid her compensation for the distress and inconvenience that caused.

Aside from that delay, Ms B also complains that she didn't receive the letter. She's also questioned why she didn't receive it, given she received all other post for Aviva.

While I appreciate how frustrating it was that Ms B didn't receive the 12 January 2024 letter when she should have, I can't fairly hold Aviva responsible for the fact that it didn't arrive. I say this because I'm satisfied that it was sent when Aviva said it was sent. And because Ms B's testimony suggests that she'd not previously had any issues receiving post from Aviva. Therefore I have no reason to doubt Aviva's postal process. Unfortunately, sometimes post simply goes missing.

I do agree with Ms B that Aviva should've re-sent the 12 January 2024 letter as soon as it became aware she hadn't received it. I think this would've been once it received her 13 February 2024 letter. I can also see that Ms B again asked for this letter to be re-sent in her 22 February 2024 letter. However, although Aviva didn't act on Ms B's specific request for some time, it did write to her on 26 February 2024. This letter contained very similar information to that included in the 12 January 2024 letter. As such, I'm persuaded that although Aviva didn't re-send the 12 January 2024 letter when it should have, it did effectively provide Ms B with the information that letter had included within two weeks of her request for it to be re-sent. Therefore I'm satisfied that although frustrating, the failure to re-send the 12 January 2024 letter didn't have a material impact on Ms B.

I next considered whether Aviva should be required to honour the transfer value it quoted in its 26 September 2023 letter, should that be higher than the transfer value of Ms B's pension once she decides to take it.

#### *Should Aviva honour transfer value it quoted in the 26 September 2023?*

Ms B said she expected to receive at least the amount Aviva had quoted in its 26 September 2024 letter from her plan.

I can see after her 6 October 2023 call with Aviva, Ms B reasonably considered that the figure quoted in this letter was guaranteed for a year. However, Aviva made it clear to Ms B during her call with it on 19 October 2023 that this figure wasn't guaranteed for a year.

As such, I can't reasonably ask Aviva to honour the transfer value quoted in its 26 September 2023 letter. The letter itself stated that the figure wasn't guaranteed. And the incorrect information Ms B was given about the letter was corrected less than two weeks later.

I finally considered whether, looking at the complaint as a whole, the compensation Aviva has already paid for the distress and inconvenience its poor service has caused Ms B is fair.

#### *Distress and inconvenience*

Aviva has paid total compensation of £245 to Ms B for distress and inconvenience caused by its poor service and delays. Our investigator noted that this is in the range of compensation this service would normally award for an issue where mistakes have been made, or incorrect information has been provided which has impacted the customer over a several weeks or months.

It's clear from the evidence that Aviva could've provided a much better service to Ms B. But, from what I've seen, it has now provided her with all of the information she requested. It's also apologised for its mistakes, and paid compensation for the distress and inconvenience these caused Ms B.

While I don't doubt that Aviva's poor service has caused Ms B considerable confusion and inconvenience, I'm satisfied that the compensation it has paid in that regard is fair. I say this because it's in line with what I would've otherwise recommended if Aviva hadn't already

made its offer.

While I appreciate that Ms B wanted the information she requested in writing, and that this took longer than it should've to provide, I'm satisfied that the delayed provision of the requested information in the format required hasn't led to any financial loss.

Therefore, I don't uphold the complaint. And I don't require Aviva to take any further steps to put things right.

### **My final decision**

For the reasons above, I don't uphold Ms B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 7 January 2025.

Jo Occleshaw  
**Ombudsman**