

## The complaint

Ms M complains about how Cofunds Limited trading as Aegon (“Aegon”) handled her transfer-out request and the service Aegon provided both before and afterwards, which she says caused delay and financial loss.

## What happened

Our investigator’s 12 July 2024 assessment summarised Ms M’s concerns about how she said Aegon had delayed her transfer, causing it to take four months and causing her loss as her portfolio value reduced during the period. These concerns included:

- Aegon refused to act on her verbal instructions, given via a third party, to sell two funds into cash before the transfer.
- Aegon delayed things by wrongly telling her new provider the ISA number she had given on her transfer form was wrong.
- She had to chase numerous times for a final statement which she received in July 2023 after the transfer completed in June 2023.
- Her transfer was forced on her due to Aegon’s poor service and she had to pay more fees as a result.

In addition Ms M had concerns about the service more generally, including:

- Aegon didn’t address any issues she raised after the final decision of February 2023. Its complaint response letter, which declined to deal with complaints Ms M raised about Aegon’s service between May 2019 and July 2023 on the basis that it had dealt with like complaints before, referred to appropriate redress paid for past complaints. Ms M would like Aegon to specify what redress was paid for what issues. She doesn’t recall redress.
- Aegon withheld her money for two and a half years, causing loss and inconvenience, then released it without identification or explanation. Losses she has suffered on her portfolio in the meantime mean she can no longer afford to buy the property she wanted to buy in 2021.
- She received two letters in May 2022 thanking her for change of address details – but she had never changed these details. The letters are misleading.
- Aegon says it prefers to phone but didn’t call her about her complaint and wrote instead.

Ms M’s complaint to Aegon included a timeline of events starting in May 2019 when Aegon took over her account. This covered difficulties she had making withdrawals in June and October 2019. It covered the freezing of her account following returned post in March 2021 and related problems with a withdrawal in May 2021, a transfer request in June 2021 and the eventual unfreezing of her account, without her having given new identification, in April 2022. It covered letters in June and December 2022 related to the account unfreezing which Ms M said contained errors. It also covered her latest transfer request that started in March 2023

and completed in June 2022 when the value was £1800 less than when she made her 2021 transfer request.

In 2020 we decided a complaint from Ms M about changes Aegon had made to her account terms and how this had made it more difficult for her to request withdrawals and delayed a request she made in 2019 because she was no longer able to do this by phone. We said, in brief, that the changes weren't unfair and Aegon had given Ms M sufficient notice of them.

We also referred at that time to redress of £400 Ms M received for a separate complaint. It appears this related to £400 Aegon offered Ms M in a 4 June 2019 letter for problems she had experienced with withdrawal requests in January and March 2019. It related to delays Ms M experienced trying to get through to Aegon by phone, the service she received from Aegon – including that those she spoke to lacked knowledge of her products - and a phone call she had received from Aegon's complaints team which caused upset given an earlier request from her to not be contacted by phone. An earlier letter of 18 March 2019 paid Ms M £75 for failings related to a March 2019 call Ms M made to withdraw funds and how Aegon handled her complaint about this.

In February 2023 we decided a complaint from Ms M about her May 2021 withdrawal request and the problems arising at that time. We said, in brief, that Ms M's account was frozen due to post being returned to Aegon and the difficulties in unfreezing it were at root because Ms M no longer lived at the address Aegon had for her, which she wished it to continue to use for her despite having sold the property in 2019 according to the timeline she has given. We said this likely contributed to post being returned to Aegon and not reaching Ms M – and to problems Aegon had unfreezing her account. We didn't find fault with how Aegon had acted, and we said Ms M needed to put in a new transfer request if she wished her transfer-out to proceed. Ms M did this and put in a new transfer request in March 2023.

Our investigator considered Ms M's current complaint and explained it wouldn't be right for us to reconsider matters considered previously – referring in particular to difficulties Ms M had in 2021 when her account was frozen, the subsequent unfreezing of her account and the 'withholding' by Aegon of Ms M's funds in the meantime and as a result of this 'freezing'.

Turning to Ms M's March 2023 transfer request, our investigator didn't agree that Aegon had told Ms M's new provider she had supplied a wrong account number or that Aegon had refused to act on her instructions. In any case our investigator thought Aegon attended to its part in the transfer promptly but couldn't complete it until it had Ms M's instructions to sell holdings that couldn't be transferred, which it received from the third party on 31 May 2023. Aegon had sent correspondence to Ms M asking for this on 21 April and 15 May 2023.

So our investigator didn't think Ms M's complaint ought to be upheld. Ms M didn't agree and responded to our investigator with a number of points. She said, in brief summary:

- Her transfer request had been sent by her to her new provider on 14 not 29 March 2023. She did receive a letter from her new provider saying Aegon had given a wrong account number. She still thinks this did cause delays. Normally transfers don't take this long. It took a third party a while to liaise with Aegon because Aegon wouldn't sell the two funds that couldn't be transferred. She wasn't sent the final statement until July 2024.
- She didn't speak to Aegon directly during this transfer process (in part because of her associated ongoing complaint) but went through an associated third party. It would've taken far longer if that third party hadn't helped.
- The reference by Aegon to past compensation was misleading and she doesn't recall receiving any redress and asking for clarity isn't unreasonable.

- Aegon was unfair and unreasonable when it would not interact with her, and its written responses were not transparent nor accurate. It had sent poorly spelt, incorrect responses to her issues. It didn't provide her with an effective service. This may have been deliberate due to her prior complaints to the ombudsman service.
- Writing detailed letters to Aegon and to the ombudsman service has been time consuming and costly for her. She wasn't able to buy her original choice of property due to Aegon's actions. The situation also caused her distress and sleepless nights.
- From July 2023 Aegon had a duty to ensure she received communications she could understand, got the customer support she needed, had any varied needs she might have respected and was offered genuinely helpful customer support that was easy to access. She didn't receive this customer service from Aegon and had to go through a third party as she had lost confidence with Aegon.

As Ms M's complaint couldn't be resolved informally, it has been passed 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.

Having done so, I've arrived at the same conclusion as our investigator and for broadly the same reasons.

It seems to me Aegon did process Ms M's March 2023 transfer request promptly. Holdings that could not be transferred needed to be sold. Aegon requested Ms M's authority for this twice and around a month and a half before it received this from Ms M via a third party. This is the main reason the transfer took as long as it did. I've seen nothing to make me think Aegon received authority or instructions from Ms M to sell these holdings earlier than Aegon says it did on 31 May 2023.

I note Ms M says she chose not to contact Aegon during the transfer process – and she didn't reply directly to its requests for authority to sell holdings. I gather Ms M chose this approach as she had lost faith in Aegon due to past experiences. But I've not identified any shortcomings by Aegon during the transfer process itself that led to delay. I note what Ms M says about reference numbers, but I don't think this was why the transfer took the time it did.

Ms M says the third party chased Aegon a number of times for a closing statement for the transfer after it completed on 21 June 2023, and this was received on 12 July 2023. Ms M has explained she wasn't chasing Aegon for the statement herself – she chose not to deal with Aegon direct - a third party was doing it for her. Our investigator noted Aegon sent a closing statement to Ms M's new provider on 22 June 2023. It produced a closing statement addressed to Ms M on the same day. It seems to me Aegon did what it needed to do – and what Ms M says about this doesn't make me think Aegon is at fault here. I note Ms M has problems with her mail from time to time and Aegon isn't at fault for those problems. Also the time taken for Ms M to receive this statement didn't cause financial loss in my view.

Ms M has told us recently she is having huge problems with her post. I don't know whether or not this is related to her continuing to have post sent to an address at which she does not live – which was at the root of earlier problems my colleagues considered. But given her postal problems and her wish not to contact Aegon directly, it wouldn't be surprising if it sometimes took longer for Ms M to receive correspondence or confirmation of transactions.

With regard to Aegon having written to Ms M rather than phoned her, I note Ms M appears to

have been distressed in the past by being phoned by Aegon. But even if that hadn't been the case, I don't find writing to have been an unreasonable way for Aegon to respond to Ms M. Also I note what Ms M says about the transfer being forced on her by Aegon's poor service. But what I've seen doesn't make me think Ms M was forced to move. With regard to Ms M's comments that Aegon didn't provide her with an effective service, I don't find this to be the case in relation to the transfer I've discussed and considered above.

Ms M first asked to transfer in 2021. Events around that time have been considered before by our service. I won't revisit them here. This also applies to what Ms M has said about Aegon refusing to interact with her - but I note that for the more recent transfer request I've considered above, Ms M chose largely to not interact directly with Aegon.

Ms M's comments about her money being kept for two and a half years and then released, also relate primarily to events in 2021 that have been considered before by our service. I won't revisit these. But it follows that I don't find grounds here for awarding redress for losses she suffered on her portfolio during that period or for the effect this may have had on her ability to buy property now as planned in 2021. As regards inaccuracy and grammatical errors in Aegon's replies to Ms M, this point relates largely to letters sent during periods we have considered before, such as in 2022, concerned with matters we've already looked at.

With regard to letters sent in May 2022 about her address, when Ms M says she didn't change her address, it seems to me this is also related to the address issue that first caused problems in 2021, which we have considered previously. What Ms M says about this now, doesn't make me think I ought to consider this further here or award redress for this.

With regard to Ms M's request that Aegon give her more details of past redress amounts it paid her and past complaints it dealt with for her, from what I've seen Aegon corresponded with Ms M about past complaints when they arose and sent her letters explaining its views and any payment it would be making. Ms M has now left Aegon but she received in the past the relevant information from Aegon about her past complaints at the relevant times. I don't see grounds for asking Aegon to revisit these past complaints – some of which were some years ago now - or resend correspondence it has already sent if Ms M has since disposed of it. I'd mention that complaint handling isn't in itself a financial service I could consider a complaint about. That said, what I've said above has briefly summarised for Ms M's reference some past complaints we've considered and past redress Aegon has apparently paid her, which I did in case this summary is of use to Ms M.

When raising her present complaint with Aegon Ms M raised a number of matters that had been considered before by our service or Aegon. But there were also new matters - related for the most part to her March 2023 transfer request. I don't overlook that Aegon's response to Ms M didn't address those new matters, but I've explained already that complaint handling isn't in itself a financial service I could consider a complaint about. In any case in the present complaint case our service has considered Ms M's complaint insofar as it raised new matters we can consider. Also I don't find that Aegon gave Ms M poor service due to past complaints she made to our service. In reaching this view I note that in the present complaint I haven't found Aegon was at fault or gave Ms M poor service – which was also broadly the finding of the previous complaint we decided for her. Overall, I don't find grounds for saying Aegon treated Ms M unfairly or less well due to her having made complaints to us before.

I note that Aegon's provision of financial services to Ms M ended substantively with her transfer in June 2023 and the confirmation statement sent thereafter. So there is little that occurred after 31 July 2023 that is subject to the provisions Ms M has recently pointed out, which only came into force after this date. In any case insofar as Ms M's complaint is one I can consider and hasn't been considered previously by our service, which for the most part means it relates to her March 2023 transfer request (during which Ms M mostly chose not to

be in direct contact with Aegon), I don't think there were failings in the information, service or support Aegon provided to her.

So, for the reasons I've given, I don't uphold Ms M's complaint. Ms M says writing detailed letters to Aegon and to us has been time consuming and costly for her. I don't doubt this. But as I haven't found Aegon at fault here, there aren't grounds for me to ask it to compensate Ms M for time or expense she has spent bringing this complaint. Likewise I am very sorry to hear of how Ms M has suffered sleepless nights and distress as a result of all these matters but I haven't identified a fault on the part of Aegon that would provide a basis for me to award Ms M redress from Aegon for what she has suffered in those respects.

With that said, before closing I should thank Ms M for her courtesy throughout and for the prompt responses she's consistently given to our inquiries during our consideration of these matters. I'm also grateful to her for the clear, comprehensive and well organised nature of her submissions, which has greatly assisted us in our investigations throughout.

### **My final decision**

In light of all I've said above, and for the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 15 February 2025.

Richard Sheridan  
**Ombudsman**