

The complaint

Mrs B complains that Phoenix Life Limited won't update the name on her pension policy to enable her to transfer to a drawdown plan with another provider.

What happened

In 1994 prior to her marriage Mrs B started two pension policies with predecessor businesses of Phoenix Life Limited ("Phoenix"), set up in her maiden name of Miss E. As those businesses are now part of Phoenix, I'll mainly refer to Phoenix in the decision.

The policies are administered separately within Phoenix as they arose from two different books of business. Policy 130F was previously with Abbey Life which became part of Phoenix in 2016, administered from its Bournemouth office (subsequently Peterborough). I understand the other one is an ex-Britannic Assurance policy, which became part of Phoenix in 2006, administered from its Glasgow office. This complaint concerns policy 130F.

Mrs B married in August 1999, and in January 2000 she wrote to Phoenix to update her address. She also enclosed her marriage certificate so her policy could be changed to her new name. Phoenix replied in February 2000 (to Mrs B's new address) acknowledging receipt of her letter. But they explained that to update the policy name they could only accept a copy document if it had been certified as a true copy of the original, by the manager of her local Abbey Life branch, a bank manager, doctor or solicitor. Mrs B didn't submit the acceptable evidence, so the policy has remained in the name of Miss E. She was divorced in 2010 but has retained her married name. Throughout Phoenix has addressed correspondence and statements relating to policy 130F to Miss E.

In August 2019 Mrs B's financial adviser sent Phoenix a (non-certified) copy of her passport (in her current name) to update the policy name. But Phoenix replied to say this wasn't sufficient on its own, as they needed a copy of Mrs B's birth certificate, decree absolute and specimens of her previous and current signatures to meet the regulator's money laundering requirements.

When she reached age 55 in May 2024 Mrs B wanted to begin taking benefits flexibly from her policy to use the funds towards her mortgage. Drawdown isn't available from Phoenix, so they introduced her to Standard Life which is within the same wider financial group. But Phoenix cannot act on Mrs B's instructions to transfer her policy as her identification documents in her married name don't match the name on the policy. Mrs B says she can't provide the information Phoenix wants and doesn't understand why the name was updated on her other policy which has already been transferred to Standard Life, but Phoenix won't also update policy 130F. And in response to her query about whether as a solicitor she could certify her own documents, Phoenix confirmed that certification had to be done by someone independent not the client themselves. Unhappy with this Mrs B raised a complaint.

Phoenix responded in September 2024 but didn't uphold the complaint, reiterating its requirements to change the name on the policy so the transfer could proceed, including who

could certify a document, as a photocopy wasn't sufficient to comply with regulatory requirements. It provided referral rights to this service.

In December 2024 one of our investigators considered the complaint but he didn't uphold it. He said Mrs B had always received correspondence addressed to her previous name of Miss E. She'd known for a long time prior to needing to access it that the policy name was wrong and hadn't taken the steps to comply with Phoenix's reasonable request to comply with stringent legal and regulatory requirements. He also explained that the name on her other policy had been changed sometime between 2000 and 2004 prior to Phoenix taking it over.

Mrs B didn't accept the investigator's findings. She pointed out she hasn't used her maiden name for over 25 years and couldn't see why Phoenix couldn't confirm the correct name by liaising with its Glasgow office. So she asked an ombudsman to issue a decision.

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 do appreciate Mrs B finds the situation frustrating, as she just wants to transfer to drawdown so she can reduce her mortgage borrowing. But Phoenix has explained the regulatory requirements which they are obliged to follow to keep their customers' pension savings secure.

When the complaint was allocated to me, I asked Phoenix to explain why the two policies were treated differently. They confirmed that the name on Mrs B's other policy had been changed sometime between 2000 and 2004 prior to it being taken over by Phoenix, so had no access to the evidence which had been used to support it.

I also asked why Mrs B had been able to update her address in February 2008 by calling the contact centre but couldn't change the policy name using the same process. Phoenix explained that the address change had happened when the policy was still with Abbey Life, as Phoenix took over in 2016. But changes such as updating an address could be done by phone or letter without the need to provide supporting evidence. But for a material change such as the name on the policy, date of birth, or National Insurance Number they required supporting evidence. They confirmed that they do hold an example of Mrs B's signature in her maiden name of Miss E. So to move forward it needs her to submit her birth certificate and decree absolute (or certified copies of these documents) and examples of her previous and current signatures on the same page.

Having given this some thought, I think this distinction is reasonable. There are some risks in erroneously changing a policy address as statements or other paperwork could be sent to someone other than the policy holder. But even if that happened, the policy would remain in the true policy holder's name, allowing the opportunity to check and verify the details at the point benefits were claimed or the policy transferred away. Whereas if the name of the policyholder is amended in error, that would be a fundamental change which would potentially deprive the rightful owner of the benefits. So I think it's fair for Phoenix to require a higher standard of proof, such as sight of the relevant legal document, like a marriage certificate, to make a change of that nature. And as people are understandably reluctant to send off the original of these important documents, Phoenix will accept a photocopy so long as it has been certified by an official to say that the original has been seen. It may no longer be an option to visit a local Abbey Life branch, but most banks will certify documents for their customers, and Phoenix has provided a list of officials who can do this.

Mrs B might have been able to change the name on her other policy without needing to submit certified documents. But the “*know your customer*” rules businesses have to follow to prevent fraud and money laundering have been strengthened over the years and are likely to be stricter than they were prior to 2004 when the change was made, which in any case was a long time prior to the policy becoming Phoenix’s responsibility.

The investigator has set out the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations established in 2017, so I don’t need to repeat them here, and there have been further financial crime regulatory updates since then. While there’s no suggestion Mrs B is involved in anything untoward, these rules put significant obligations on financial businesses to ensure they carry out appropriate due diligence on transactions particularly those with high value, which pension plans tend to be. And while they may cause some inconvenience, these rules protect genuine customers from the consequences of fraud and identity theft.

I agree with the investigator that Mrs B was fully aware the name on the policy had not been changed following her unsuccessful attempt in 2000, as she was receiving statements issued in her previous name. Phoenix has been consistent in its requirements and Mrs B has access to the necessary documents she just needs to get them certified. And while doing that might cause some minor inconvenience, and perhaps a fee if she employs a solicitor, I see no reason she can’t provide the evidence Phoenix requires to update her policy name. To be meaningful I think it goes without saying that documents must be certified by an independent third party, and not by the person themselves, even if they are legally qualified to carry out the process. And while I accept Mrs B may not have used her previous signature for many years, I don’t feel it would be difficult for her to replicate it alongside her current signature for the purpose of fulfilling these requirements.

I don’t consider Phoenix’s actions are unreasonable or that Mrs B has been treated unfairly. So I don’t uphold this complaint or require Phoenix Life Limited to take any further action.

My final decision

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs B to accept or reject my decision before 28 July 2025.

Sarah Milne
Ombudsman