

The complaint

Mr H has complained that he lost his protected retirement age when he transferred his pension plan to Aviva Life & Pensions UK Limited.

What happened

Mr H held a stakeholder pension plan. In this decision I will refer to the pension provider that Mr H held his stakeholder pension with as "*Firm A*". Mr H had a protected retirement age of 55 under his Firm A stakeholder pension plan. In July 2023 Mr H completed the transfer of his Firm A pension to a new pension plan with Aviva Life & Pensions UK Limited (Aviva).

Mr H has said that on listening to a podcast sometime after he'd completed his pension transfer to Aviva, he discovered that from April 2028 the minimum retirement age would rise from 55 to 57. Mr H contacted Aviva to check if the protected retirement age of 55 that he had under his Firm A pension still applied to his Aviva pension. Aviva told Mr H that the protected retirement age that he had under his Firm A pension had been lost when he transferred his pension to Aviva.

Mr H complained to Aviva, claiming that he'd never been told that he would lose his protected retirement age on transfer and that he'd been sent documentation by Aviva that showed a retirement age of 55.

Aviva responded to Mr H's complaint on 26 August 2024 and confirmed that his protected retirement age was lost when he transferred in his Firm A pension plan in 2023. Aviva also said that Mr H would need to contact Firm A himself to see if his protected retirement age could be reinstated if he transferred his Aviva pension plan back to Firm A.

Aviva went on to say that it had reviewed the information it had given to Mr H during his transfer application and said that it had told Mr H that all extra benefits he had under his Firm A plan would be lost when he transferred his pension. Aviva also said that it had told Mr H that if he was unsure if he had any benefits that would be lost on transfer then he would need to go through his paperwork or contact Firm A directly.

Mr H disagreed with Aviva's response to his complaint, so he brought this to the Financial Ombudsman Service. One of our Investigators reviewed Mr H's complaint. Their view was that Aviva hadn't provided Mr H with any incorrect information and it had told him that he'd lose benefits on transfer. Our Investigator thought that this should have alerted Mr H that his protected retirement age would be lost on transfer and have prompted him to think about cancelling his transfer. Our Investigator didn't uphold Mr H's complaint.

Mr H didn't agree with our Investigator's view. He maintained that he'd based his decision to transfer on the documents and letters he'd received from Aviva during his transfer process, which he says mentions a pension age of age 55 on nine occasions. Mr H asked for his complaint to be considered by an Ombudsman.

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.

In bringing his complaint to this Service, Mr H has referred to documentation he received from Aviva during the process of transferring his pension from Firm A to Aviva. Mr H says that this documentation referred to a retirement age of 55. I've therefore reviewed the documentation to which Mr H has referred.

In an Aviva document titled "*Pension Terms and Conditions*", under the heading "Definitions", this document states: "**Minimum Pension Age** refers to the minimum age at which Benefits can be taken. The minimum pension age is currently age 55. From 6 April 2028 this will be age 57 unless You have a protected pension age". Later in the same document, under the heading "*Income Drawdown*", Aviva stated: "*The Minimum Pension Age is currently age 55. From 6 April 2028 this will be age 57 unless You have a protected pension age*". This statement is then repeated in the same section.

I think it's reasonable to conclude that Mr H should have understood that this document was generic, and not a bespoke document specifically produced for him, and that it was describing the minimum age when retirement benefits could be taken under current pension rules. I also think the document was explaining that from 6 April 2028 the minimum retirement age would increase to age 57 unless Mr H had a protected retirement age under his Aviva pension.

Mr H was also sent a "*Keyfacts*" document by Aviva, dated 15 July 2023. This document states: "*The Aviva Pension is for investors who are investing without financial advice. If you are unsure about anything in this illustration please speak to the Aviva contact centre on (telephone number)*".

This "*Keyfacts*" document goes on to say: "*You can make choices about getting an income from your pension fund from the minimum pension age. This is currently age 55. From 6 April 2028 this will be age 57 unless you have a protected pension age*".

I've not seen any evidence which shows that Aviva provided Mr H with any advice or recommendations about his pension transfer. I think that in the statement above Aviva is telling Mr H that the Aviva pension plan he's transferring into is designed for investors who are investing without financial advice and that if there's any information in the illustration that he's unsure of then he can contact Aviva for help. But I've not seen any evidence to show that Mr H did contact Aviva to ask for any help, or to ask about his protected retirement age when he received the "*Keyfacts*" document.

I also think that, in line with Aviva's "*Pension Terms and Conditions*" document, the "*Keyfacts*" was explaining from 6 April 2028 the minimum retirement age would increase to age 57 unless Mr H had a protected retirement age under his Aviva pension.

The last page of the “Keyfacts” document is headed “*How the charges reduce the value of your pension fund*”. This section contains a table which shows the effect of charges at the end of year 1, 2, 3 and then “*At age 57*”. The table is followed by the statement “*The last line of the table shows that over the full term of the pension Product and Investment charges could reduce this pension fund from £...*”.

I think that this section was telling Mr H that the full term of his Aviva pension would be to his age 57, and not his age 55. I also think it’s reasonable to conclude that this section should have prompted Mr H to contact Aviva, using the telephone number contained in the “Keyfacts” document, to ask about his protected pension retirement age.

Mr H was also sent a document called “*Key features of the Pension*”. In a section headed “*When can I access my money?*” the document repeats that the above statement that the minimum retirement age under current pension rules is age 55, but from 6 April 2028 this will be age 57 unless a plan holder has a protected pension age.

Aviva has sent this Service a screenshot of a webpage headed “*Ready to start your transfer?*”. I think it’s reasonable to conclude that Mr H should’ve seen this page when he started to complete his Aviva pension transfer. The final paragraph of this page says: “*If your existing pension has valuable extra benefits, you’ll lose them if you transfer. Please check your paperwork. If you’re unsure you should talk to your current pension provider and they should be able to tell you*”.

In his response to our Investigator’s view Mr H has said that he doesn’t recall seeing this page when he was completing his pension transfer application and has added that as it’s just a screenshot which may or may not be a web page. But as the page is headed “*Ready to start your transfer?*” I think it’s reasonable to conclude that the page would’ve been shown at the point when Mr H was ready to start his application process.

Mr H has also said that the page doesn’t specifically refer to a change in the minimum pension age from 55 to 57 nor does it indicate that a change in pension age might be an issue for him, but instead uses the “*vague term ‘benefits’*”. Mr H has added “*I would never have considered that a pension age of 55 was a benefit never mind a ‘valuable extra’ benefit*”.

However, in his response to our Investigator’s view Mr H also says that the change in pension age from 55 to 57 will cause him “*significant issues*” as he’d “*been planning and paying for a retirement age of 55*”. I therefore think that for Mr H a protected retirement age of 55 was a valuable benefit under his Firm A pension plan as he says he’d built his retirement plans around this age. I therefore also think it’s reasonable to conclude that the above statement from Aviva should have prompted Mr H to contact Firm A, as Aviva had suggested.

Having carefully considered the information that Aviva sent to Mr H, my conclusion is that Aviva didn’t tell him that his new Aviva pension plan would have a protected retirement age of 55. Instead, I think that Aviva told Mr H that under current pension rules the minimum retirement age is 55 and that this will change to age 57 on 6 April 2028, unless a plan holder had a protected retirement age.

I’ve also not seen any evidence to show that Aviva ever told Mr H that his new Aviva pension plan would have a protected retirement age. Mr H had a protected pension age under his Firm A pension plan, but Mr H decided to transfer his pension away from his Firm A plan.

I think that Aviva told Mr H that if his Firm A pension had extra valuable benefits then these will be lost on transfer, and he should therefore check with Firm A to confirm what benefits he would lose. I think it's reasonable to assume that if Mr H had spoken with Firm A before he transferred his pension then he would have been told that his Firm A pension had a protected retirement age which would be lost on transfer. But I've not seen any evidence to show that Mr H did this.

As I've said above, I don't think that Aviva was advising Mr H on his pension transfer. I therefore don't think it would be reasonable or fair for Aviva to be held responsible for Mr H losing his protected retirement age when he transferred his pension plan away from Firm A. Instead, Mr H decided to transfer his pension from Firm A to Aviva, but as I've also said above, I've not seen any evidence to show that Mr H checked with Firm A to see if his protected retirement age would be lost or retained on transfer. I also don't think that Aviva told Mr H that he'd have a protected retirement age of 55 under his Aviva plan.

My conclusion is that Aviva hasn't done anything wrong and therefore I am unable to uphold Mr H's complaint.

My final decision

My final decision is that I don't uphold Mr H's complaint against Aviva Life & Pensions UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 May 2025.

Ian Barton
Ombudsman