

The complaint

Ms K queries how her pension was moved, between 1989 and 1994, to Norwich Union, now Aviva Life & Pensions UK Limited ('Aviva'). She previously had a Defined Benefits Pension ('DBP'). She says she does not recall asking for it to be transferred or consenting to a transfer, and she does not recognise the associated transfer documentation. She considers it likely that Aviva is responsible for its unsuitable transfer, and/or that an individual ('X') who assisted her with financial matters at the time might have manipulated the transfer without her knowledge and consent.

What happened

One of our investigators looked into the details of the transfer and the documentation for it.

She concluded that the complaint should not be upheld – that there is no evidence Aviva advised on the transfer, none that the transfer was *advised* (no evidence of an adviser commission), and, other than a delay for which it has applied interest to the pension's value, no evidence that Aviva did anything wrong in the transfer process.

The investigator made no finding on Ms K's suspicion about X's role in the transfer because the complaint is about Aviva, and she referred Ms K to the DBP scheme and, if necessary, The Pensions Ombudsman with regards to a concern she holds about some years' service missing from the scheme that was transferred.

The investigator's view summarised the key events, based on information that has been disclosed. In short –

- In November 1989 the DBP's transfer value, lacking in accompanying paperwork, was received by Aviva; in 1992 it traced Ms K through the Department of Social Security's ('DSS') letter forwarding service and wrote to her in July that year, asking her to submit a completed transfer proposal; it received no reply and repeated the request in September that year; then in October it returned the transfer value to the DBP scheme with a summary of its unsuccessful efforts to contact Ms K.
- In January 1993 the DBP scheme declined the return and remitted the transfer value back to Aviva. It confirmed it had asked Ms K to contact Aviva. In February that year X wrote to Aviva and said she had instructed him to seek confirmation that it had allocated the transfer value to her Aviva pension as though it had been invested since the original November 1989 transfer. In response Aviva asked for a completed transfer proposal from Ms K, it also confirmed that interest on the transfer value for the time it had held it will be applied. A transfer form dated 1 April 1993, with Ms K's signature, was then submitted. Aviva asked her to confirm whether (or not) she had been advised in the transfer, and on 11 June it received a declaration with her signature (dated 10 May 1993) saying she had not.
- On 14 June 1993 Aviva received the DBP scheme's transfer declaration. In January 1994 X chased Aviva, on Ms K's behalf (with a letter of authority bearing her signature), for pension policy documentation and confirmation of the transfer's completion. It

responded in the following month.

Ms K has considered the investigator's findings, but she does not feel she can abandon her pursuit for a resolution of the matter. She says she is astounded by information about all that happened in relation to the transfer, that they all happened without her knowledge, consent and involvement, and she believes someone must be held responsible for it.

The matter was referred to 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.

Having done so, I have reached the same conclusion expressed by the investigator.

I understand Ms K's feelings about the transfer, but our ability to determine her complaint rests on its facts and on evidence related to it. Neither presents Aviva as being the party that advised or arranged the transfer, so it cannot reasonably be held responsible for either of those actions – or for any allegation that the transfer was unsuitable. This – and my findings, below, about the process – means there is no fair basis to uphold the complaint.

The transfer is quite dated. The 1989 events are around 36 years old and the 1993 and 1994 events are around 31 years old. For matters like these it is not unusual to consider that memories can sometimes fade with the passage of time. This does not automatically mean Ms K's assertion that she did not instruct the 1989 to 1994 transfer related events is wrong, but it means the possibility of faded memory on her part is a viable consideration – especially in light of some of the findings I make below.

It is unlikely that the DBP scheme would have remitted the transfer value to Aviva in 1989 without its receipt of some form of instruction from or agreement by her, and the same applies to the transfer declaration it issued to Aviva in 1993. As I mention later, there is also some evidence to suggest that she received some information about the matter in 1992. Even if all events were conducted by someone impersonating her – which is the alternative possibility she suspects – there is no evidence that Aviva had any role in that. It identified something was not right with the transfer, but as I address next, it acted on that.

In November 1989 Aviva set up the pension based on the DBP transfer, then in 1992 it conducted an internal review of its pensions' records and discovered that there was no proposal form for the transfer and no trace of Ms K's address.

There is evidence that, in June 1992, it moved the pension's value into an 'unidentified' cash account. Then, on 28 July 1992, it wrote to Ms K through the DSS' letter forwarding service, apologising for its delay in addressing the matter, explaining the missing documentation and asking her to make contact. It sent her a reminder, through the same DDS service, in September 1992 and gave notice that if she made no contact within 30 days the transfer value would be returned to the DBP scheme – which is what it did in October 1992, because it had not heard from her.

As stated in the chronology above, the DBP scheme returned the transfer value back to Aviva in January 1993. Its letter to Aviva said it could not "... *accept the transfer payment back due to the length of time which has elapsed*", and that it had "... *written to [Ms K] and explained the situation to her*". This suggests that, at this point, the DBP scheme made her aware of what was going on. The events that follow show that someone, at least X, received this notice. They also show that, as I mentioned earlier, Ms K could have received notice

about the matter in 1992.

On 5 February 1993 X wrote to Aviva. He said he had been instructed by Ms K and he referred to Aviva's letter to her of 28 July 1992. That letter was sent to her through the DSS' letter forwarding service, so it seems to follow that X's awareness of it resulted from her informing him about it, which suggests that she received it and was aware of the transfer through it. I do not wish to stray into addressing her claim of unawareness because I do not consider that I need to – primarily, what I need to do is consider if Aviva has done anything wrong in the complaint. However, the contents of X's letter and the implications (or, at least, suggestions) arising from it are somewhat unavoidable.

Before moving on from this aspect, another part of the letter should be noted. It mentions that X had been informed by Ms K that the DBP scheme was "... *unable to accept the transfer payment due to the length of time that has elapsed* ...". According to the scheme's letter to Aviva, and as I quoted above, it conveyed this directly to Ms K, so it again seems to follow that X's awareness of this information resulted from her sharing it with him, which suggests she received the scheme's notice and was informed that the transfer value had been returned to Aviva.

Even if none of the above correlate to the implications and suggestions I have addressed, and even if Ms K was unaware of all that was going on, X's letter has relevance to my consideration of Aviva's actions. It would probably, and reasonably, have reached conclusions based on the same (or similar) implications and suggestions – those conclusions being that Ms K had received its 1992 communication, she had received the 1993 notice from the DBP scheme and that she had instructed X.

Thereafter, X led the arrangements, by liaising between Aviva and, seemingly, Ms K to address the missing documentation and information required to resolve and confirm the Aviva pension. This continued into 1994. In addition to the matters directly related to the transfer and the pension, the process included Aviva's enquiry to X in March 1993 about his agency for the pension (as it did not have record of such agency being registered). In response, he essentially said he did not seek to register agency for the pension and that he was doing no more than helping Ms K to resolve the transfer.

However, a letter of authority for X, with Ms K's signature, was submitted to Aviva in 1994 after he had changed firms, and the letter transferred agency for the pension to his firm.

Around the same time, X put enquiries to Aviva, on her behalf, with regards to confirmation that the pension (and its value) had been set up correctly and the process completed – which Aviva confirmed.

In considering all the above, and the chronology of key events, I do not find that Aviva did anything wrong in the process, in terms of ensuring due and proper process for the transfer. Like the investigator noted, and as it apologised for in its 1992 letter, its identification of the missing documentation for the transfer happened late, but it nevertheless took the relevant steps thereafter and it compensated the pension's value with interest covering the period of delay.

In the absence of evidence that Aviva is responsible for the allegedly unsuitable transfer and/or that the transfer lacked due process at its end, I am not persuaded to uphold Ms K's complaint.

My final decision

For the reasons given above, I do not uphold Ms K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 20 October 2025.

Roy Kuku
Ombudsman