

The complaint

Mr N complains that he lost a guaranteed minimum pension (GMP) entitlement following a transfer of his pension annuity from Royal London Mutual Insurance Society Limited trading as Royal London (Royal London) to another provider in 2006. He is also unhappy that Royal London didn't contact him at his retirement date in August 2024.

What happened

In July 2002 Mr N accepted independent financial advice and transferred his workplace pension to a Section 32 buy-out plan with what is now Royal London. Mr N then took an annuity with the non-protected rights portion of his benefits. In 2006, the annuity was transferred to another provider, who I will refer to here as B.

In late 2014 Mr N complained to Royal London about the loss of guaranteed benefits in 2006. Royal London provided its final response letter on 8 January 2015 and a further response on 9 February 2015. Royal London explained Mr N's protected rights policy and said that if a GMP had been provided for, this would have been lost when the plan transferred. As Mr N received financial advice regarding the transfer, Royal London didn't uphold the complaint.

Mr N subsequently transferred his protected rights to an income drawdown arrangement with Royal London in 2015. After making a few ad hoc withdrawals, Mr N fully encashed this plan in 2016.

In 2024, Mr N complained to Royal London about the loss of guaranteed benefits and Royal London's failure to contact him on his retirement date in 2024. Royal London didn't uphold this complaint. It said that the issue regarding the loss of guaranteed benefits had been addressed in 2015 and referral rights to the Financial Ombudsman Service were provided at that time. And Royal London said there was no reason to contact Mr N in 2024 as he'd fully encashed his Royal London plan in 2016.

Dissatisfied with this response, Mr N referred his complaint to this service for an independent assessment. One of our investigators looked into things and concluded that Mr N's complaint about the loss of guaranteed benefits had been made too late under the rules we must follow. And she agreed that Royal London didn't do anything wrong in not contacting Mr N in 2024 since he had no live policies since 2016.

Mr N didn't agree so the complaint has been passed to me for a decision.

Why I can't look at all the complaint

The parties to this complaint have provided detailed submissions to support their position and I am grateful to them for doing so. I have considered these submissions in their entirety. However, I trust that they will not take the fact that my decision focuses on what I consider to be the central issues as a discourtesy. The purpose of this decision is not to address every point raised in detail, but to set out my findings on whether we are able to consider the merits of Mr N's complaint regarding the loss of guaranteed benefits. This decision also

addresses Mr N's complaint that Royal London didn't contact him in 2024. I will address each point in turn.

Guaranteed Benefits

As our investigator explained, we can't look at everything. We're governed by the DISP rules set out in the regulator's handbook. Under the relevant timeliness rules which I am required to follow before considering the merits of a complaint, as set out in DISP 2.8.2, unless a business consents (and Royal London doesn't here) or exceptional circumstances apply:

The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication.

DISP 2.8.3 specifies:

The six-month time limit is only triggered by a response which is a final response, redress determination or summary resolution communication. The response must tell the complainant about the six-month time limit that the complainant has to refer a complaint to the Financial Ombudsman Service.

Having reviewed Royal London's 2015 responses to Mr N's complaint about the loss of guaranteed benefits, I'm satisfied that it meets all the requirements to be a final response letter as detailed in DISP 2.8.3.

Mr N's complaint was referred to our service in October 2024, more than six months later. Therefore, this complaint was not brought to us in time.

I am able to waive the time limits where I think a delay in referring a complaint is as a result of exceptional circumstances, such as a consumer being incapacitated through illness. I'm aware that Mr N was hospitalised in January 2016 due to surgery following medical issues, but I'm not persuaded this prevented Mr N from referring his complaint to this service by 8 July 2015 (six months from Royal London's final response letter) as required by DISP. I say this because I'm aware Mr N was in touch with his financial adviser and Royal London regarding taking his benefits in February 2015 and made two withdrawals in June 2015.

This is not a decision I reach lightly, and I feel I must explain that unlike our remit to consider the merits of complaints on a fair and reasonable basis, when considering jurisdictional matters, we must strictly comply with the rules established by the regulator. DISP 2.8.4G says an example of exceptional circumstances might be where a complainant has been or is incapacitated. This is a very high bar and I'm not satisfied that exceptional circumstances prevented Mr N from bringing his complaint to us in time.

Lack of contact in 2024

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.

And having done so, I've reached the same conclusion as the investigator and there is very little I can add to what has already been explained.

Mr N is unhappy that Royal London didn't contact him in 2024 at his then retirement date. Royal London explained that this was because Mr N had fully encashed his plan with Royal London in 2016 and had no other live plans at that time. I consider this to be reasonable. Since Mr N had no live or active plan with Royal London there would be no reason for it to contact him eight years after he'd fully encashed his pension. Therefore, although I know this will be disappointing for Mr N, I do not uphold his complaint.

My final decision

For the reasons I've explained above, Mr N's complaint regarding the loss of guaranteed benefits has been brought too late and is not something that can be considered.

I do not uphold the remainder of this complaint.

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

Jennifer Wood
Ombudsman