

The complaint

Mr B complains that Aviva Life & pensions UK Limited (Aviva) misadvised him to transfer his guaranteed defined benefit pension scheme to a Personal Pension Plan (PPP), causing him losses. He wants compensation for his losses.

Mr B was initially represented by a Complaints Management Company (CMC) but is now dealing with his complaint personally.

What happened

Mr B was originally advised about his pension transfer by NM Financial Limited, which is now part of Aviva. In September 1993 Mr B was advised to transfer out of his defined benefit scheme with New Airways (the DB scheme) to a PPP with National Mutual, which is now also part of Aviva, and I'll just refer to Aviva from now on.

In 1999 Aviva wrote to Mr B as part of the industry wide Pension Review put in place by the then financial regulator, the Securities and Investment Board (SIB) in 1994. Aviva says it invited Mr B to be part of the review, which he accepted and returned a completed Pension Transfer Questionnaire in January 1999, which it acknowledged on 28 January 1999. Aviva says it then carried out the review as required by the regulator and wrote to Mr B on 14 December 1999 with the outcome. It said the advice he'd been given was "*fully compliant with regulatory standards*" in place at the time and no further action was required and it would close its file. But it said if Mr B wasn't happy, he could complain and if necessary, then refer any complaint to the PIA Ombudsman Bureau, the predecessor to FOS.

On 21 November 2024 Mr B's CMC raised a complaint with Aviva about the advice, making numerous points including that he hadn't been told he was giving up guaranteed benefits on transfer. It also questioned whether the transfer had been included in the Pensions Review. Aviva didn't accept the complaint. It said it had correctly completed the review in 1999 as required by the Regulator and found the advice to be compliant with regulatory standards at the time. It said it didn't need to review this again, and in any case, it didn't need to consider the complaint now as it had been made too late under the time limits applicable to bringing complaints.

The CMC referred Mr B's complaint to our service and our investigator looked into it.

Our investigator said the Dispute Resolution rules (DISP) about bringing complaints said they needed to be made within six years of the event complained about, or, if later, within three years of when someone reasonably should have known they had cause to complain. And that if a business responded to a complaint and provided referral rights to our service then it needed to be referred to us within six months. He said Mr B was advised to transfer in 1993, clearly more than six years before he'd complained.

But our investigator said he didn't think the letters Aviva sent around the Pension Review in 1999 would have made Mr B reasonably aware he had cause to complain within three years of then. Because the letters it sent had confirmed the advice was compliant, which would have reassured a layperson, so Mr B wouldn't have been aware until he spoke with the

CMC, and he'd complained within three years of then. In terms of the six months to refer a complaint to the ombudsman, our investigator said in writing to Mr B in 1999 with the outcome of the Pension Review Aviva had mentioned the ombudsman. But at that point Mr B hadn't actually complained and Aviva hadn't mentioned the six-month referral deadline in its letter. So, our investigator said he thought we could consider the complaint. Aviva accepted this view.

Our investigator now considered the complaint itself, but he didn't uphold it. He said Aviva had shown evidence that the advice given to Mr B was included in the Pensions Review as it should have been. And Aviva had used the framework required by the Regulator to review the advice that had been provided. This was shown to be compliant at the time, so there was nothing further required from Aviva then. And the terms of the Pension Review didn't require a business to revisit advice cases which had been correctly reviewed. And he said neither the CMC or Mr B had explained why or provided any evidence to indicate that the review hadn't been carried out correctly.

Mr B didn't agree. He said Aviva hadn't been transparent or honest when it gave the advice, as he was a layperson with limited knowledge of pensions, who had relied on Aviva's expertise. He said it hadn't told him he was giving up guarantees and "*most of the advice*" focused on the benefits of the PPP, so he hadn't been able to make an informed decision at the time.

As Mr B doesn't agree it has come 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 am not upholding the complaint.

Why we can consider the complaint

Aviva has accepted our investigators view here which I also agree with. I don't think the letter it sent Mr B in 1999 would reasonably have given him cause for concern. This did reassure him the sale was compliant with regulations at the time, but it didn't explain any detail of what was included in the review and as a layperson I don't think this would have prompted Mr B to question the outcome then. So, it is reasonable that Mr B only became aware of potential issues when discussing the position with the CMC recently, and he did complain within three years of that. And he also referred that complaint to us within six months of Aviva issuing its final response. So, we can consider his complaint.

Why I can't uphold the complaint

Mr B said in his complaint his plan hadn't been considered under the Pension Review, but Aviva has shown evidence that it completed the review of the advice and provided Mr B with the outcome of the review in line with the Regulators requirements. It has provided copies of the template forms that were completed based on Mr B's business file as part of the review. Which concluded the advice complied with regulatory requirements at the time it was given, and no further action was needed. It also reminded Mr B he'd signed a declaration at the time of the transfer confirming "*that the important features were explained to you and acknowledged,*" which included reference to the loss of guaranteed benefits on transfer. So, there is no evidence Aviva didn't carry the review out correctly.

The Regulator set out the standards and assumptions that had to be used in the Pension Review, not Aviva. The Regulator also closely supervised the conduct of the Pension Review by firms and regularly sampled files to ensure it was being carried out correctly. The Pensions Review was intended to draw a line under concerns about advice given to transfer defined benefit pension arrangements and provide certainty to both consumers and businesses. And firms were only required to carry out the review once.

So, as the review was carried out, and there is no evidence Aviva didn't carry it out correctly and come to the correct decision under the terms of the review in 1999, there is no requirement for it to consider the matter again. And that means I can't uphold Mr B's complaint.

My final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 August 2025.

Nigel Bracken
Ombudsman