

## **The complaint**

Mr K has complained that Aviva Life & Pensions UK Limited hasn't allowed him to take income drawdown with his policy and that it misled him into believing that he could. Mr K has further complained about the time it took for Aviva to send him a retirement quote, its processes and requirements for identity verification and also the general standard of service it's provided.

## **What happened**

On 22 February 2022, Aviva contacted Mr K to remind him about his pension options. However, Mr K decided to delay accessing his pension funds for two years.

On 16 August 2023, Mr K asked Aviva to update his address. Aviva wrote back to Mr K and asked him to provide evidence of his new address - which it seems he didn't provide.

However, despite this, Aviva sent policy information to the new address on 6 September and 16 October 2023.

Mr K then contacted Aviva on 23 January 2024 and informed it he wanted to take 25% tax-free cash and withdraw the remaining funds through drawdown. Within the call, Mr K was told that this option wasn't available on his policy.

Mr K raised concerns about the agent he spoke with that day, saying he felt pressured to decide what he wanted to do with his pension. Subsequently, a formal complaint was raised online about this and the lack of availability of the drawdown option.

On 29 January 2024, Mr K spoke with Aviva again, and it confirmed drawdown wasn't available on the policy. Mr K then logged into his MyAviva app and the option to take tax-free cash and a drawdown was listed.

Aviva issued final response to Mr K's complaint on 30 January 2024. This confirmed again that drawdown wasn't an option for him, but he could transfer to another provider who may offer this. It also said, in response to Mr K feeling pressured in the call of 23 January 2024 to decide how to take his policy, that this wasn't its intention. It was simply going through scripted risk warnings to allow consumers to make an informed decision on their retirement.

Mr K contacted Aviva on 8 February 2024 to request a retirement quote. Aviva sent this on 22 February 2024, but this was forwarded to an incorrect email address. Mr K contacted Aviva multiple times to obtain the quote, but this wasn't sent. And so another complaint was raised. Aviva then sent the retirement quote on 7 March 2024.

On 7 March 2024, Aviva upheld Mr K's complaint and offered him £50 for the delays that occurred when sending his retirement quote.

On 15 March 2024, Mr K raised a complaint about incorrect information being provided to him in relation to the drawdown. He also raised concerns about Aviva's processes and requirements for document verification.

On 27 March 2024, Aviva partially upheld Mr K's complaint. In summary, Aviva said the information on its "app" was generic and not plan specific. In relation to the verification process, Aviva said this was necessary to protect Mr K. But it offered him a further £50 for the trouble and upset caused.

On 25 April 2024, Aviva issued a further final response to Mr K's complaint. In summary, Aviva maintained that drawdown wasn't available, and clarified this was due to Mr K being an overseas customer. It felt its literature and communication regarding the availability of a drawdown had been factual and clear, and it was legally obliged to provide the full list of options available, even if it wasn't immediately available through that policy as it currently existed. It also said that, whilst it appreciated it may be more difficult for customers living abroad to verify their identity, it was obliged to match a customer to their address and bank details before making payment.

But it accepted that it had again failed to honour call backs and so it raised the compensation offer from £50 to £60.

On 3 May 2024, the investigator provided her initial findings on Mr K's complaint and said that she didn't think the amount Aviva had offered was sufficient. As such, she considered that Aviva should pay Mr K £150 for the stress and inconvenience caused.

Since then, Aviva have provided additional information regarding Mr K's policy and confirmed that it has offered him a total of £310 across all of the final responses issued, with the last two being from 24 June 2024 and 18 July 2024.

On 10 May 2024, Mr K received a request for his bank statements and passport for the verification processes. This was returned, but Aviva didn't accept this as the passport wasn't certified.

On 5 June 2024, Aviva received all of Mr K's verification documents and subsequently he was sent his pension funds on 10 June 2024.

Aviva have also sent copies of documents Mr K sent to complete his verification process.

Following the investigator's assessment of the case, Mr K has raised a number of issues regarding his dealings with Aviva.

However, the investigator confirmed that this complaint would be addressing the complaint points made in the initial referral.

Having considered the complaint points, the investigator thought that the complaint should be upheld, saying the following in summary.

Mr K had said that he felt Aviva misled him as he was told drawdown wasn't available on his plan, but he was able to see this as an option on his 'My Aviva' app. He said he'd also received the "Making sense of your retirement options" brochure and this confirmed drawdown as a retirement selection.

Aviva had confirmed drawdown was never available on Mr K's plan. This was because, when the original policy was sold, drawdown wasn't an option. And so, if Mr K wanted this, he would have needed to have invested in a different kind of policy. Aviva had explained that this was a commercial decision and the investigator thought that it was reasonable for Aviva to decide what options are available for their products.

However, Mr K said he received documents from Aviva confirming drawdown was available. Having looked into this, the investigator noted Aviva's comment that this was generic information and was in no way plan specific. The investigator said she hadn't seen any documents from 2022 indicating drawdown was an option on Mr K's plan. She'd examined the retirement brochure and it said that *"you can choose to take up to 25% of your pension pot as a tax-free cash lump sum before moving the rest into income drawdown"*.

The investigator thought it was likely that this was the information Mr K said he was receiving. However, she also noted that above this, it said that *"to take an income drawdown, you may need to move all or some of your pension pot into a product specifically designed to provide an income for your retirement. Your current pension with us may already include this option but if it doesn't, you'll need to transfer to one that does."*

Additionally, Aviva had confirmed that when Mr K signs into his "MyAviva app", it redirects him to a retirement planner where he is asked for his date of birth, plan value and current salary.

The investigator empathised with Mr K as he'd said he made significant plans based on the belief that the drawdown option would be available to him. She noted that he consulted PensionWise for advice on accessing his pension, planned to purchase a new car and also arrange a wedding and honeymoon.

However, based on the available evidence, the investigator wasn't persuaded that Aviva had explicitly said Mr K could definitely take his funds as income drawdown. And so she thought that Aviva had acted reasonably.

In terms of the delays incurred in sending Mr K his retirement quote, Aviva had conceded that it had delayed matters and had offered him £50 to address this.

Mr K requested the quote on 8 February 2024, however this was received more than a month later, on 7 March 2024. At the time of the request, Mr K had to make an entirely new decision that he wasn't initially prepared for. Therefore, Aviva should have taken the necessary steps to ensure Mr K had all the necessary information to make an informed choice about his next steps.

The investigator said she appreciated that mistakes happen, but even when Mr K tried to tell Aviva he hadn't received the quote, no substantial efforts were made to address this. Mr K called several times to follow this up and was promised call backs which he didn't then receive. This would have been frustrating and time-consuming for Mr K.

Given Aviva's awareness of Mr K's dissatisfaction with the service, more effort should have been made to fulfil call backs as promised. This didn't happen, and so the investigator considered that Aviva had contributed to a poor customer service journey.

The investigator noted that Aviva had made an additional offer of £60, but she didn't think this was sufficient as there was a clear pattern of poor service. According to this service's guidelines for compensation, she said she would expect Aviva to offer a small monetary award for a one-off incident.

But the investigator had identified missed call backs on multiple occasions, along with examples of Mr K being given incorrect and conflicting information regarding documents. Therefore, given the frequency of these events, the investigator didn't think this was in line with our guidelines for compensation.

With regard to the verification documents, Mr K had expressed dissatisfaction with Aviva's identification process, saying that he'd received conflicting information about the requirements and found the whole process stressful.

The investigator noted Aviva's acknowledgement of the challenges Mr K faced, particularly as an overseas customer. But Aviva maintained that these measures were important to ensure payments were made correctly and to the right person. And because of this, Aviva stood by its method of verification. As part of the investigator's assessment, she'd asked Aviva for the requirements it sent to Mr K when he wanted to claim his pension. From the available evidence, the investigator thought that it was more likely than not that the original request to Mr K was unclear.

Mr K had forwarded the investigator a copy of the undated letter sent by Aviva, which said that "*we missed to ask you for certified documents*". Having examined all the evidence on file, the investigator wasn't satisfied that Mr K had been given clear and detailed instructions about the documents he needed to provide prior to this correspondence.

From the evidence the investigator had seen, she thought it was clear that Mr K went to great lengths to provide Aviva with the information it needed, but despite his efforts, Mr K faced significant challenges. Mr K recalled speaking to a representative and being told his UK company accountant could certify his documents if they were chartered, but when he called again and confirmed the accountant was chartered to another agent, he was told that this wasn't an acceptable option.

The investigator noted that, in *The Joint Money Laundering Steering Group – Prevention of money laundering/combating terrorist financing* guidance from June 2023, it set out further approaches a business can take when dealing with customers who can't provide the standard evidence. This said that in such cases, the firm would need an approach that compensates for the difficulties that such customers may face in providing the standard evidence of identity. It also said that the money laundering regulations weren't explicit as to what was and wasn't acceptable evidence of identity, and that simply citing these regulations wasn't enough of a reason without giving proper consideration to the evidence available.

The investigator said she wasn't satisfied that Mr K was given clear instructions regarding the information he needed to provide, or alternatives as to what he could provide. As such, she considered that Aviva contributed to delays and said that it should address its errors by carrying out a loss assessment.

Aviva had said that a transfer was completed to PensionBee without delay on 10 June 2024, using an effective date of 5 June 2024. It also said it was completed in five days and that there was no additional delay. However, Mr K had forwarded correspondence between him and Aviva. Within that email exchange, Aviva admitted that it had made a late interest payment.

The investigator said that she'd tried to seek clarity on this point, but despite her best efforts, Aviva had been unable to provide this and said that Mr K changed his mind in terms of the way in which he wished to take his benefits, before he eventually transferred his pension elsewhere.

The exact chain of events remained unclear, but the investigator said that the "DISP" rules from the regulator's handbook required her to make a finding on what she believed had happened based on the information available to her. And after considering Aviva's latest response, she thought that the issues Mr K had were in relation to verification documents he had to provide to claim his pension.

Aviva caused delays in this process, and so she said that it needed to remedy this. To account for the delays that arose out of the lack of clarity about what Mr K needed to provide, Aviva would need to carry out a loss assessment by reviewing the date the original verification documents were requested and compare this to when they clarified what Mr K needed to submit. Aviva should also consider when all the required information was clearly communicated, and the time Mr K took to provide this.

As such, the investigator thought that Aviva should undertake a loss calculation on the basis that he would have received his funds sooner than when it was transferred to him on 10 June 2024. The investigator was unable to determine the exact date that this would've been sent, but she said that Aviva needed to determine any loss Mr K had suffered by obtaining the notional value of the pension funds, had the errors and miscommunication with the verification process not occurred.

Aviva would then need to subtract the current value of the pension from that notional value. If there was a loss, any compensation amount should if possible be paid into Mr K's pension plan. The payment should allow for the effect of charges and any available tax relief. The compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.

If a payment into the pension wasn't possible or had protection or allowance implications, it should be paid directly to Mr K as a lump sum after making a notional reduction to allow for future income tax that would otherwise have been paid.

It was the investigator's understanding that Mr K didn't have any remaining tax-free cash, however if this wasn't the case, 25% of the loss would be tax-free and 75% would have been taxed according to his likely income tax rate in retirement – presumed to be 20%. So, making a notional reduction of 15% overall from the loss would adequately reflect this. If Mr K had taken his tax-free cash, Aviva would also need to award an additional 8% for the delay in receiving the enhanced amount (if applicable).

With regard to Mr K's dissatisfaction with Aviva not allowing his beneficiary to provide identification verification documents before his death, the investigator noted that he'd said he didn't want his wife to experience the issues he'd had regarding document verification.

While the investigator appreciated this, she said that Aviva was legally required to comply with Anti-Money Laundering regulations. These required verification at the time of payment to ensure the correct individual was being paid. If the verification process happened before payment was made, the legitimacy of a transaction could be at risk given the time that would have passed from when documentation was submitted and when the payment was made.

In terms of a monetary award to compensate Mr K for the trouble and upset caused to him, the investigator said that she'd intended to increase the compensation from £260 to £300. However, as Aviva had indicated that it had paid Mr K £310 in respect of this, she said she wouldn't be asking it to offer any additional compensation for the service he experienced. The investigator thought that the £310 adequately addressed Aviva's repeated failure to honour calls backs and Mr K's poor customer service journey.

In response, Mr K submitted further comments, as follows.

Although the investigator had said that Aviva had received all of the verification documents by 5 June 2024, he'd sent pretty much everything he had long before then, much of it on 5 April 2024, 5 March 2024 and 26 March 2024.

He didn't agree that Aviva had acted reasonably in regard to the drawdown availability. The policy was taken out with Friends Life and passed through many takeovers before ending up with Aviva. He also said he would strongly argue that any information on "MY Aviva" would relate to him and no one else. To claim that it wasn't would be clearly misleading. His brother also had the same type of policy, and drawdown was available to him.

Aviva had acted unreasonably in withholding his own money from him, he said. Aviva may stand by its method of verification, but that method couldn't be satisfied. Mr K said that he sent several pieces of certified documentation, and had been told that Aviva would cross reference with the account that he'd been paying into the pension for many years, as this was the account he wished the payment to be made to.

That part of the process was being handled by a 'Payments Out team', but he would describe them as being very unresponsive. It even promised a payment within a week, but then came back to him to say that it had asked for the wrong documents some time later.

The investigator had made no mention of the lost reduction in the Annual Management Fee, which Aviva refused to acknowledge as a benefit on the policy.

In terms of bank statements showing his 'current residential address', in his country of residence this was against the law. Aviva were told this, and provided with a letter from his bank, officially stamped, with his address, along with other identity information.

With regard to the switch from one type of lump sum withdrawal to another, Mr K assumed that this referred to his efforts to get any of his pension from Aviva by accepting smaller payments 25% tax free. This happened long before the transfer to PensionBee, even before the tax year deadline.

Mr K confirmed that he had now taken his 25% tax free lump sum with PensionBee.

Mr K accepted what the investigator said about the verification of the identity of his partner, but he said that she would appreciate his frustration in failing to prove his own identity to Aviva.

According to bank statements, Aviva paid £50 on 12 March 2024 and £150 on 24 July 2024, totalling £200.

The investigator responded as follows.

Regarding the matter of the annual management charge, this issue was raised after Mr K referred his complaint to this service, which is why it wasn't addressed in her original assessment. Normally, this would form part of another complaint as this service could only consider complaints which a business has been given the opportunity to address.

Aviva had provided the investigator with limited information on Mr K's concerns about the annual management charge. But from what she'd seen, she didn't think Aviva had acted unreasonably here.

In support of this position, Aviva had said that it sent Mr K information that set out his charges and the impact of this on his plan value. The investigator said that she wouldn't expect Aviva to highlight additional details unless it was prompted as this information had already been sent to Mr K.

As the investigator had already mentioned, she hadn't undertaken a full investigation into this, but if Mr K wanted this looked into as a separate complaint, he would need to raise this.

She also noted that Mr K had mentioned post being sent to an incorrect address. This wasn't the first time Mr K had mentioned this, and when he told the investigator about this, he said that it was an example of many errors he felt Aviva had made. This wasn't in Aviva's file, however, and so if Mr K wished to raise this as a complaint he wanted want this service to consider, then similarly, another complaint would need be raised.

Regarding what Mr K had said about his brother being able to enter into drawdown with his policy, the investigator said that she wouldn't be able to comment on this as she was unclear as to the details around this.

The investigator noted what Mr K had said about sending his verification information in March 2024, but said that this was contradictory to what Aviva had said. However, she also noted that Aviva hadn't been forthcoming in providing information.

But the investigator said that her assessment in any case required Aviva to undertake a loss assessment using the date that Mr K sent verification documents. This would ensure that Mr K wouldn't be financially impacted by Aviva's delays.

Mr K responded to say that the information provided by Aviva about the annual management fee reduction was "generic" and didn't apply to any specific discount applied. Mr K said that he would like a thorough investigation.

As such, the investigator confirmed to both parties that the matter would be referred to an ombudsman for review.

Aviva replied to say that it had sought clarity on what further information the investigator required, but it hadn't received a response. It said that he investigator's view therefore seemed incomplete and vague on the process of loss assessment.

It added that no clarification had been provided on what delays were deemed appropriate to the eventual transfer, given that the majority of this was due to Mr K saying that he wanted to enter into drawdown.

Aviva further said that it would provide whatever information was required, but this needed to be clearly specified. It said that its position was that the transfer was completed in good time with no delays incurred by it.

In response, the investigator confirmed that she had yet to receive a response from Aviva to her assessment of the case.

As no resolution was reached on the case, it was referred to me for review.

I issued a provisional decision on 28 April 2025, in which I set out my reasons for upholding the complaint. The following is an extract from that decision.

*"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 similar conclusions to the investigator, and for broadly the same reasons.*

*Even without considering the additional matters which have been raised since the initial complaint was made, there are several aspects which need addressing here. Firstly, although I understand Mr K's disappointment at not being able to enter into drawdown with*

*his Aviva policy, this is a commercial decision which Aviva was entitled to make.*

*But once Mr K had decided to transfer his pension funds to another provider so that he could entre drawdown, Aviva needed to process that transfer without delay.*

*Aviva's position is that Mr K delayed matters by insisting that he should be able to enter into drawdown and that no other delays were incurred. However, I think that, even if there were delays caused by this, the matter at issue is that of the verification of Mr K's identity, and to what extent delays were caused by Aviva either not requesting the right documents, or unreasonably declining to accept documents which Mr K did provide.*

*The timeline here is unclear – Aviva for its part has said that it's willing to provide any information which might be required, but it hasn't specifically addressed the points raised in the investigator's assessment.*

*As such, my current view is that the matter should be resolved as set out below.*

### ***Putting things right***

*I'm inclined to agree that Aviva should compensate Mr K for any delays which were unnecessarily incurred in the identity verification process. Mr K has said that he submitted the required identification documents by 5 April 2024, and I think this is a reasonable timescale on which to provisionally base the process of loss assessment. Aviva transferred the funds on 10 June 2024, using an effective date of 5 June 2024, and so it seems that the process could have been completed two months earlier.*

*But I also think the delay in sending Mr K's retirement quote should also be factored into the loss assessment. Mr K requested this on 8 February 2024, but it wasn't received until 7 March 2024. Even allowing for ten working days to process the request, Mr K should have received this by 23 February 2024.*

*And so my provisional decision is that Aviva should establish the notional value which would have been transferred to PensionBee, had the transfer been made two months and two weeks before it actually was – so 27 March 2024, with an effective date of 22 March 2024.*

*If this determines a loss, then Aviva should pay to Mr K the higher tax free cash which would have been paid to him when he withdrew this, and to this is should 8% simple interest from the date the tax free cash was paid to Mr K to the date of settlement.*

*Aviva should also ensure determine what Mr K has done with the remaining pension funds, and if they have remained invested, the value should be increased by the percentage loss as determined above. If they have been withdrawn, then as with the tax free cash, the additional amount Mr K would have received should be paid to him, with the addition of 8% simple interest from the date they were withdrawn to the date of settlement.*

*If there has been a combination of the two, then Aviva should apply both remedies as appropriate.*

*If Aviva disagrees with either aspect of the assumed delay above, then in response to this decision it should provide a timeline for what actually happened in terms of both the issue of the retirement quote and the identification verification process, along with a realistic alternative timeline for what should have happened, bearing in mind what the investigator has said above about Aviva having acknowledged in writing that it had been unclear as to what documents were required."*



In response, Aviva said the following in summary.

- My proposed remedy assumed that the transfer could have happened earlier, but there seemed to be confusion over this. Mr K only decided to transfer on 5 June 2024, it then received an Origo request and transferred the pension funds on 10 June 2024.
- Prior to this, Mr O was still saying that he wished to implement drawdown on his policy and wouldn't accept Aviva's position on this, and then decided to take an Uncrystallised Funds Pension Lump Sum (UFPLS).
- It appreciated my comments on any confusion over documentation but these had been fully addressed in later complaint responses and by way of compensation payments. It also appreciated that there were delays in sending Mr K's quote as I'd indicated, but said it had recognised this in its responses. It had said that, when he took his pension benefits, it would look at the delays and conduct a loss assessment.
- It wasn't clear, however, how this then fed into Mr K's later decision to transfer away. He had always had the information required to transfer away. He discussed this with the complaint handler in March 2024 and it was confirmed there were no benefits or guarantees on his policy that he would lose should he do so.
- But Mr K only sent his transfer request on 5 June, and this was then implemented by Aviva in a timely manner. Mr K could have sent this request at any time once he knew drawdown wasn't available in January 2024, yet didn't do so until June.
- These were completely separate processes, and had nothing to do with the verification process or the delays caused by Mr K's insistence that he should be able to drawdown on his policy.

Mr K also replied as follows:

- He wished to correct a few aspects of the background to the case, saying that he contacted Aviva 90 days and then 12 weeks before his birthday in mid April 2022 (so in mid January 2022) to commence formalities.
- He'd read that 90 days was the notice required, but after phoning Aviva, he'd been told that it was in fact 12 weeks.
- Following his discussions with PensionWise in February 2022, he decided to let the policy run until the fund value of his plan improved.
- Later in 2023, annual statements were sent to an overseas address he'd told Aviva he'd left. He'd in fact returned to the same address in another country which Aviva had had from May 2013 until the present.
- The background had omitted reference to the retirement quote being sent to the wrong email address along with the password to open it.
- Contrary to what Aviva may have said, it had always been provided promptly with up to date address information.
- Some bank statements were rejected as there were fewer than five transactions shown. But this requirement hadn't been mentioned before.

- Aviva had received all of the verification documents well before 5 June 2024. And with regard to the time between documents being requested and clarification being sought as to what it actually needed, Aviva never really clarified this, but just kept moving the goal posts on what was needed.
- After the April 6th tax year deadline was missed, due entirely to Aviva's slow and broken communication, in an effort to protect the annual management charge discount Mr K was aware was attached to the policy, he offered to change from the seemingly unavailable drawdown to the taxable lump sums.
- That discount had been acknowledged by Aviva a few years previously when he transferred in a small pot from a different provider, but during this process this wasn't seen as a policy benefit and it was impossible to get a definitive answer on how much the discount was. He was still unaware of what he'd lost.
- The process was always dogged by Aviva's impossible verification process, and this inevitably led to the transfer of the sum to another provider, which managed to verify his identity in 19 minutes.

At my request, the investigator requested clarity from Aviva as to what it had meant by its comments on the verification process, i.e. could the transfer have happened without verification and, if so, had Mr K been made aware of this this.

In response, it said that verification would have been required for the cash withdrawals which Mr K had requested, but that this wasn't required for the transfer to PensionBee.

The investigator then requested a detailed timeline of what had happened here from both Mr K and Aviva.

This revealed that Mr K had initially requested withdrawals from the pension plan, hence the need for verification by Aviva, which he amended after the end of tax year deadline was missed.

But at the beginning of June 2024, Mr K decided that it would be more straightforward to transfer the pension funds to another provider. He submitted the transfer request to PensionBee and the transfer was then processed.

### **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.

Aviva's argument is that Mr K always had the facility to transfer to another provider, once he'd received the retirement quote – and that as he didn't do so until the beginning of June 2024, after which Aviva processed the request promptly, it shouldn't be held responsible for any delays in the transfer.

But I think this is a rather simplistic approach to a complicated situation. Mr K's preferred route, drawdown aside, was to take a withdrawal from his pension plan, but the extended process of verification meant that he ultimately became frustrated with the overall situation and only then decided to transfer his pension funds elsewhere.

I think that, had Mr K known how long it might take to resolve the matter of verification, then he would have transferred to another provider at a much earlier point. And I don't think Mr K's forbearance in allowing Aviva the time it took in attempting to verify his identity ought

reasonably to work against him here. That would in my view be distinctly unfair and unreasonable.

And so, for the reasons given in both this and my provisional decision, my view remains the same as that set out in that prior decision. I've concluded that Aviva caused unnecessary delays in enabling Mr K to access his pension funds.

### **Putting things right**

My aim is to place Mr K as closely into the position he'd now be had the unnecessary delays not occurred.

Aviva Life & Pensions UK Limited should compensate Mr K for any delays which were unnecessarily incurred in the identity verification process. Mr K has said that he submitted the required identification documents by 5 April 2024, and, as set out in the provisional decision, I think this is a reasonable timescale on which to base the process of loss assessment. Aviva Life & Pensions UK Limited transferred the funds on 10 June 2024, using an effective date of 5 June 2024, and so it seems that the process could have been completed two months earlier.

But as also set out previously, I think the delay in sending Mr K's retirement quote should also be factored into the loss assessment. Mr K requested this on 8 February 2024, but it wasn't received until 7 March 2024. Even allowing for ten working days to process the request, Mr K should have received this by 23 February 2024.

And so Aviva Life & Pensions UK Limited should establish the notional value which would have been transferred to PensionBee, had the transfer been made two months and two weeks before it actually was – so 27 March 2024, with an effective date of 22 March 2024.

If this determines a loss, then Aviva Life & Pensions UK Limited should pay to Mr K the higher tax free cash which would have been paid to him when he withdrew this, and to this is should 8% simple interest from the date the tax free cash was paid to Mr K to the date of settlement.

Aviva Life & Pensions UK Limited should also ensure determine what Mr K has done with the remaining pension funds, and if they have remained invested, the value should be increased by the percentage loss as determined above. If they have been withdrawn, then as with the tax free cash, the additional amount Mr K would have received should be paid to him, with the addition of 8% simple interest from the date they were withdrawn to the date of settlement.

If there has been a combination of the two, then Aviva Life & Pensions UK Limited should apply both remedies as appropriate.

Aviva Life & Pensions UK Limited has said that it's paid a total of £310 to Mr K in respect of the distress and inconvenience caused by its errors, and as with the investigator, in addition to considering the amounts which this service might typically make in similar situations (and there's information about this on our website), I think this is probably appropriate in the circumstances.

But if Mr K requests confirmation or evidence of payment of the separate amounts which total £310, then Aviva Life & Pensions UK Limited should provide this to him.

**My final decision**

My final decision is that I uphold the complaint and Aviva Life & Pensions UK Limited should undertake the above.

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

Philip Miller  
**Ombudsman**