

The complaint

Miss N complains that Vanguard Asset Management, Ltd (Vanguard) acted unfairly when it failed to send her the statement she needed by post, despite her urgent and exceptional need for that statement.

What happened

Miss N is a UK expat with a Vanguard pension plan. In December 2024, she accepted an offer of employment from a UK organisation. As part of her pre-employment checks, she needed to provide her new employer with specified documents to verify her UK residence. Her new employer had stated that online documents weren't acceptable for this purpose. Instead, it needed certain UK documents that had been sent by post from UK organisations.

On 7 February 2025, Miss N wrote to her new employer to ask it to clarify its information requirements. It replied on 10 February 2025 to explain that it couldn't accept any online documents.

On 10 February 2025, Miss N wrote to Vanguard through the Secure Messages application on its website to ask it to send her a statement by post. She said that despite explaining to Vanguard why she needed it to post the statement to her, it didn't do so. The same day, Vanguard generated the statement Miss N had requested. But it didn't post it to her.

Miss N said that on 27 February 2025 and 28 February 2025 she sent messages to Vanguard to chase her request. She said that the statement had to be sent by post and that it needed to include her full address. Vanguard told her that as an online platform provider, it didn't send statements by post. It said it'd generated the requested statement and it was available on the online platform. It also explained how Miss N could correct her address details on that platform. Miss N further explained that she needed the statement to be posted so her new employer could verify her UK address, noting that that verification process was being delayed by Vanguard's failure to send the statement.

On 27 February 2025, Miss N applied to another provider to set up a pension with it. She told Vanguard about this the following day. She said she'd taken this step as a last resort as her chosen provider would provide statements by post. But, given the time the transfer would take, she repeated her request for it to post the pensions statement to her.

Unhappy, Miss N brought her complaint to this service. She said she wasn't currently working and she hadn't been able to complete the required pre-employment verification process as she couldn't provide a posted UK personal pension statement. She felt Vanguard's failure to send her the statement by post had caused her to lose the gross income she would've earned if she'd been in employment. Miss N also said she'd been through a lot of inconvenience and distress as Vanguard hadn't previously told her that it wouldn't post pension statements. She felt that if it had, she would've transferred her pension sooner to avoid the problem.

To put things right, Miss N wanted Vanguard to send the requested personal pension statement to her residential address, using a priority postage service to avoid further delays.

Vanguard issued its final response to the complaint on 4 March 2025. It didn't think it'd done anything wrong, noting it'd followed its usual process. It said it'd correctly explained that, as an online platform, it couldn't provide Miss N with a physical copy of the statement she'd asked it to generate.

Vanguard acknowledged Miss N's frustration. But felt it'd explained that she could print the document she needed from her online account. It said if she did so the document would be identical to the statement she'd asked it to post to her. Vanguard felt this was a reasonable solution, noting that its usual process aimed to ensure the safety of its clients' accounts.

Miss N wrote to Vanguard again on 15 March 2025 to ask it to expedite her pension transfer, given it wouldn't do what she'd asked it to do. She said she couldn't start work unless Vanguard posted the document she'd requested to her.

Miss N told this service that her chosen new pension provider started to post verification documents to her address when it began the transfer. She said she received the first document dated 27 February 2025 by post on 8 March 2025. She then sent the documents to her new employer on 10 March 2025. It accepted them. Miss N said this took a month from her initial request to Vanguard.

Miss N said that her pension transfer didn't complete until 4 April 2025. And that her new provider then sent her an acceptable statement by post on 10 April 2025. She said the pre-employment checks couldn't be completed until her new employer received this statement.

Vanguard provided this service with the terms and conditions for Miss N's policy. These stated under point 1.2.1:

"Our service is exclusively an online service for which you will need to complete an Application including Declarations. If you do so we will send documents to your secure online mailbox. We will not generally communicate with you by post..."

Vanguard said that when Miss N had created her account and transferred her pension to it, it would've asked her to confirm that she'd read the terms and conditions of her account. It said it ran an online platform and therefore wouldn't send statements by post unless there were exceptional circumstances.

Our investigator felt that the complaint should be upheld. She didn't think Vanguard had been fair or reasonable when it'd refused to send Miss N her pension statement in the post. She noted that although the terms and conditions stated that Vanguard wouldn't generally communicate by post, they didn't state that this wasn't possible. Instead, Vanguard had confirmed that it would use post in exceptional circumstances. Our investigator felt that Miss N's circumstances had been exceptional. She therefore didn't consider that Vanguard had treated her fairly. She also felt that it'd placed an unreasonable barrier to Miss N's request when it could've made an adjustment which would've prevented the complaint.

Our investigator felt that Vanguard had caused Miss N stress and worry, which had led to her transferring her pension. She also noted that Miss N hadn't been able to complete the pre-employment verification process her new employer needed as she couldn't provide the requested posted UK personal pension statement. She said this had led to her being unable to work.

To put things right, our investigator felt that Vanguard should send Miss N the statement she'd requested by post to her residential address. She also felt it should pay her £250 compensation for the trouble and upset caused. But, while she acknowledged that Miss N felt she'd suffered a financial loss by not being able to work, she didn't think it was

appropriate to recommend that Vanguard compensated Miss N for any lost salary.

While Miss N agreed with most of what our investigator had said, she made the following points:

- She said she had limited access to acceptable documentation for the pre-employment verification checks her new employer needed to conduct. As such, she needed the Vanguard pension statement. She said she'd tried to download the document she required but it'd been rejected, as the document had to be sent to her by post. She said she'd explained this to Vanguard and had provided it with evidence from her employer that a printed online document wasn't acceptable. Miss N said she'd told Vanguard she couldn't work until the pre-employment checks were completed. She therefore felt it was responsible for her lost salary over the time she was waiting for the paperwork she needed.
- Miss N said that Vanguard had never told her that it could send documents by post in exceptional circumstances. She said if it had, she would've sought to demonstrate to it further why her circumstances were exceptional. She also said that Vanguard hadn't tried to exercise any other possible options to help her, such as posting the documents as she'd requested but applying a caveat to protect itself against professional liability for potential breach of privacy by posting the statements.
- Miss N felt that Vanguard's terms and conditions didn't categorically rule out the provision of documents by post. She said it had an active postal address included in all of its documents which it could've used to send the statement she needed for verification purposes.
- She also said that when it'd replied to her pension transfer queries, Vanguard had provided an option for using a postage service for the transfer documents. She felt that this meant that Vanguard had an active postal address which could be used in certain circumstances. She therefore didn't think it was fair for it to have refused to post the statement she'd requested from that same address.

Miss N asked our investigator to explain what "vulnerable" meant to this service. She also asked her to explain how that definition had been applied in her case. She said that Vanguard no longer needed to post her statement as she'd completed her pension transfer.

Our investigator gave Miss N The Financial Conduct Authority's definition of a vulnerable customer. She also confirmed that she hadn't identified any reason to consider Miss N to be a vulnerable consumer.

While Vanguard didn't think it'd failed to act fairly, it agreed to pay Miss N the £250 our investigator had suggested as a gesture of goodwill. It paid this on 9 June 2025, but Miss N said she'd returned the money given her continued disagreement.

As agreement couldn't be reached, the complaint has come to me for a review.

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'm going to uphold it. But I'm not going to ask Vanguard to do more than pay the £250 compensation it has already tried to pay Miss N. I know this will be disappointing. I'll explain the reasons for my decision.

I hope it's helpful if I explain our role. We provide an informal dispute resolution service and we have no regulatory or disciplinary role. That means we can't tell a business how to operate and we can't punish a business, or tell it to change its processes. If we find that something has gone wrong, we consider how to put things right, on a fair and reasonable basis.

Miss N told this service that Vanguard had never told her that it could send documents by post in exceptional circumstances. And that if it had, she would've taken further steps to get it to fulfil her request. So I've gone on to consider whether Vanguard made the terms of its service clear to Miss N.

Did Vanguard explain the terms of the service to Miss N?

As noted above, Vanguard said that when Miss N created her account, it would've asked her to confirm that she'd read the terms and conditions. These clearly stated that the account was managed on an online platform and that communication wouldn't generally be by post.

I consider that the terms and conditions are clear and I'm satisfied that Miss N wouldn't have expected to generally need communication by post. But I've gone on to consider whether, under Miss N's specific circumstances, Vanguard should've agreed to post the statement she'd requested, despite the fact that she could print what it felt was an identical copy from home.

Should Vanguard have sent the requested statement by post, under Miss N's stated circumstances?

Vanguard said its policy as an online platform was to send all correspondence through its secure message system, as this is generally more secure. But it also said that in exceptional circumstances, it could send communication by post.

Miss N noted that Vanguard had an active postal address which it could've used to send the statement she needed. And that it'd provided a postal option when she'd transferred. She therefore didn't think it was fair for Vanguard to have refused to post the statement she'd requested.

While acknowledging Vanguard's preference for online communication, given its safety, Miss N felt that Vanguard hadn't tried to exercise any other possible options to help her.

I agree with our investigator that Miss N's situation – where she had a one-off need for a statement to be posted to her UK address – can fairly be considered to be exceptional circumstances. I say this because Miss N has made it clear that she didn't normally need posted statements. But she had a specific need for one to be posted to her so that her new employer could complete its verification checks. I'm also satisfied that Miss N made it clear to Vanguard that she didn't feel that any other forms of verification were available to her. And that her new employer wouldn't accept a statement she'd printed off at home, regardless of whether Vanguard felt that such a statement would be identical to a posted statement.

I'm satisfied that Miss N clearly explained her needs to Vanguard, and that her request for a printed statement to be posted to her was reasonable. I therefore agree with our investigator that Vanguard didn't treat Miss N fairly when it wouldn't fulfil her repeated request. I say this because Vanguard does have the facility to post documents in exceptional circumstances. And I'm satisfied that Miss N circumstances would've reasonably met those criteria.

As such, and while acknowledging the rationale behind Vanguard's usual process, I'm satisfied that Vanguard should've done what it could to help Miss N. And that it should've

posted her the statement as she'd requested. In not taking steps to help Miss N, I consider that Vanguard has provided her with poor service and caused her distress and inconvenience. I've gone on to consider if Vanguard should also be fairly held responsible for the salary Miss N says she's lost due to the delayed verification checks.

Should Vanguard compensate Miss N for lost salary?

Miss N said there was limited acceptable documentation available to her for her new employer's verification checks. She therefore needed a pension statement from Vanguard. As it refused to provide this in the format she needed it, Miss N felt that Vanguard had delayed her from starting work. She felt it was therefore responsible for her lost salary.

While I understand why Miss N feels this way, I don't consider it would be reasonable to hold Vanguard responsible for the delayed start to her work and the lost salary. I say this because Vanguard wasn't uniquely responsible for providing Miss N with the documentary evidence she needed for her work.

I finally considered the distress and inconvenience caused.

Distress and inconvenience

Miss N has clearly been put to considerable inconvenience over a period of a few weeks while she was trying to get Vanguard to fulfil her request. This must've been frustrating and worrying, considering she wanted to start work as soon as possible. Vanguard's refusal to meet her requirements also led her to arrange for a transfer of her pension, causing further inconvenience.

Overall, I agree with our investigator that £250 compensation is reasonable for the poor service here. I'm glad to see that Vanguard has agreed to pay this.

Finally, I can see that Miss N has been involved in dialogue with our investigator about vulnerability. Our investigator explained that she hadn't considered Miss N to be vulnerable in her view of the complaint. I'd like to add that what is key in the circumstances of this complaint is whether or not Miss N gave Vanguard any indication that she may be vulnerable. Based on the evidence provided, I'm satisfied that she didn't do so.

It would undoubtedly have been helpful if Vanguard had done as Miss N had asked. But it wasn't required to under its terms and conditions, which I'm satisfied it had sufficiently flagged to Miss N. However, given Miss N had explained to Vanguard why she was making her request, I don't think it treated her fairly when it refused to do as she asked. I therefore uphold the complaint.

Putting things right

I require Vanguard Asset Management, Ltd to pay Miss N £250 compensation for the distress and inconvenience caused.

My final decision

For the reasons explained above, I uphold the complaint. I require Vanguard Asset Management, Ltd to pay Miss N £250 compensation for the distress and inconvenience it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 5 November 2025.

Jo Occleshaw
Ombudsman