

## The complaint

Mr K complains about avoidable delays when transferring his pension plans to Scottish Widows Limited which he says caused him a financial loss. He also separately complains about poor customer service in relation to its handling of a data subject access request.

## What happened

In late 2022 Mr K wished to consolidate one defined benefit (“DB”) and two defined contribution (“DC”) pension plans into his existing policy with Scottish Widows. One DC plan was transferred to Scottish Widows in December 2022. But Mr K didn’t hear anything about the other two and needed to chase several times. The transfer of the DB plan was cancelled in March 2023, and the third plan was finally transferred in April 2023. Mr K complained about how long it all took and thought Scottish Widows should pay him £1,000 compensation.

Scottish Widows responded to the complaint under reference ending \*636 in April 2023. They apologised for the poor service and sent Mr K a cheque for £400. This letter gave Mr K six months in which to refer his complaint to this service if he was unhappy with the outcome. Mr K did not contact this service before the six months expired on 17 October 2023.

In February 2025 Mr K complained again to Scottish Widows and made a Data Subject Access Request (“DSAR”) for the personal information it held about him. He complained that it hadn’t been handled in a timely way, and for the poor customer service he’d experienced. Scottish Widows issued a response to this complaint dated 27 March 2025 under reference ending \*918 acknowledging the delay, and assuring Mr K he would receive all the outstanding information he’d requested within 30 days. To put things right it would pay £150 into Mr K’s bank account.

The final response to this complaint also mentioned that Mr K had asked Scottish Widows if it would consent to him referring his original complaint (\*636) about the transfer delay to this service, even though the six-months set out in the 2023 final response letter had expired. The letter said its internal team had confirmed that it wasn’t for Scottish Widows to consent, it would be the decision of this service whether to accept a late referral.

The following day, 28 March 2025 Mr K called this service to refer his complaint. He was aware it was late, but said Scottish Widows had given its written consent for us to investigate. He subsequently provided a copy of a Scottish Widows internal document he’d received as part of his DSAR. This included a comment from a member of staff saying Mr K’s original complaint had been resolved by giving him money, rather than investigating it thoroughly, which he felt supported his position.

In April 2025 Mr K consulted our website page which sets out which complaints we can investigate. And then he asked Scottish Widows to clarify if it consented to him referring his complaint to this service. Scottish Widows said he didn’t need its consent to make the referral, he should bring his complaint to this service, and we would decide. Mr K thought

this contradicted the guidance on our website, so wanted Scottish Widows to pay him £150 for not knowing the rules.

In May 2025 the complaint was allocated to one of our investigators. He sent Mr K an introductory email which explained his initial impression was Mr K had referred his complaint about the transfer delay (\*636) too late. Mr K replied to say he was now looking for compensation of £2,000. And he hadn't been impressed with our call handler who didn't seem sure about whether we could accept a late referral if the business consented. In a later email Mr K said Scottish Widows hadn't considered the possible investment loss caused by the delayed transfer and had failed to act in accordance with the Consumer Duty. He thought this service should compensate him for the poor customer service we'd provided, which has been dealt with separately.

Having considered the evidence, the investigator issued his view of Mr K's two complaints against Scottish Widows. He said we couldn't consider the complaint about the transfer delay as it had been referred too late. He acknowledged we can accept late referrals in exceptional circumstances, but didn't think exceptional circumstances applied here. He said Mr K's evidence that Scottish Widows had consented to him referring his complaint late related to complaint \*918, and referral rights for that complaint didn't expire until 27 September 2025.

In relation to the handling of the DSAR, the investigator thought the £150 Scottish Widows had paid was in line with what he'd recommend. And any further concerns about the way it was handled, should be referred to the Information Commissioner's Office ("ICO").

Mr K didn't agree, so the investigator explained the next step was to ask for an ombudsman's decision. So the case has come to me to decide if we have the legal power to consider Mr K's first complaint about the transfer delay, and if Scottish Widows has done enough to put things right for his second complaint about the DSAR. So the case has come to me.

## **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've come to the same conclusion as the investigator for broadly the same reasons. I'll explain why.

### *Complaint 1 about the delayed transfer (\*636)*

As the investigator explained, before considering the merits of any complaint, we first have to establish that it falls within our jurisdiction. Any findings made on complaints outside our jurisdiction would have no legal basis.

The rules which govern our service, which flow from legislation, specifically the Financial Services and Markets Act 2000, known as the dispute resolution ("DISP") rules are set out by the regulator, the Financial Conduct Authority in its handbook.

<https://www.handbook.fca.org.uk/handbook/DISP>

Section 2 of the DISP rules sets out the jurisdiction of the Financial Ombudsman Service, including who can bring a complaint, the time limits which apply, and the range of things we can deal with.

The relevant rule here is DISP rule 2.8.2 which says unless the business gives consent, as Scottish Widows doesn't in this case (and to be clear, they don't have to), this service cannot consider a complaint if the complainant refers it to us

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

Mr K wants this service to investigate the potential financial loss arising from the delayed transfers to Scottish Widows. Scottish Widows' response to that complaint reference \*636 was dated 17 April 2023, so the six months expired on 17 October 2023. Mr K himself acknowledges the referral in March 2025 was almost two years late. So the issue to determine is whether Scottish Widows gave its consent to a late referral when Mr K asked if it would.

Scottish Widows position on late referrals is set out in the final response letter of 17 April 2023 which says the following:

*"You have the right to refer your complaint to the Financial Ombudsman Service free of charge – but you must do so within six months of the date of this letter.*

***If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and will only be able to do so in very limited circumstances. For example, if the Ombudsman believes the delay was as a result of exceptional circumstances"*** (my bold emphasis).

So when Mr K asked Scottish Widows whether it consented to him referring complaint \*636 late, it could simply have pointed to the wording in its letter which made its position clear. And it was correct to say that the decision about whether we accept a late referral, remains for us to make.

Scottish Widows confirmed its stance in response to our request for its business file. On 7 April 2024 it replied *"This complaint was raised with the business in February 2023, with the Final Response issued in April 2023. There was no further contact regarding this until February 2025. Therefore we would not give consent for this complaint to be investigated"*.

I think this email in addition to the wording set out in the final response letter makes very clear Scottish Widows did not consent to a late referral, which is their right.

When setting up this complaint with one of our call handlers on 28 March 2025, Mr K mentioned he was making a late referral. I listened to that call, and when the adviser asked if Mr K had received a final response letter, he said yes, but it was from *"a couple of years back"*. But he went on to explain he'd read on our website that *"we can entertain a historic complaint provided there's written permission from the financial business"*. The adviser simply asked Mr K to send that evidence in, so we could have a look at it. This was the right approach, and didn't confirm to Mr K that we would be able to investigate his historic complaint.

Mr K also called our service on 31 March 2025 to set up a new complaint. In this call he mentioned the difficulties he'd experienced getting clarity about whether he could make a late referral. The call handler explained that we can do so in exceptional circumstances, and she gave the example of a consumer being in a coma, so physically incapable of bringing the complaint in time. Mr K said that contradicted our website which stated a late referral could be made with the business's consent. Mr K explained at length how he felt the information he'd been given by Scottish Widows was misleading and that he should be

compensated for this. He also raised a complaint about the confusing information he was given by our call handlers which has been dealt with separately.

Mr K provided a screen shot of our website which explains what happens if you refer a complaint to this service after the six-month referral period has expired. It says

*“If you complain later than this, we won’t usually be able to help, unless:*

- *The delay is as a result of exceptional circumstances, for example if you were seriously ill during the time when you should have referred your complaint*
- *The business didn’t send a valid final response, or*
- ***The business agrees to us being involved after the six months has passed”***

I’ll deal with exceptional circumstances later, and I’m satisfied Scottish Widows final response was valid. It contained all the relevant information including clear referral rights, which as I’ve explained set out that it wouldn’t give permission for a late referral. And I’ve explained Scottish Widows also confirmed to us separately it didn’t consent to our investigation.

I’m sorry Mr K didn’t get a clear answer when he phoned, but I think he has misunderstood the reference to a business needing to consent to a late referral. Scottish Widows does not need to consent to Mr K making use of our service. A consumer can do so once they have a final response letter with referral rights. But importantly, as a final response letter makes clear, those rights expire after six months. Once the referral rights have expired, we have no legal power to investigate a complaint, unless Scottish Widows give *us* its consent. So the consent given by Scottish Widows is not to Mr K, but to this service.

But as the website explains, even if the business doesn’t consent, I can set the time limits aside if the reason for not referring the complaint in time was due to exceptional circumstances. This isn’t defined within the DISP rules, but I think the bar is high, as the example given is someone being unable to refer a complaint in time due to being *“incapacitated”*.

Mr K hasn’t explained why he didn’t refer complaint \*636 about the transfer delay within the six months. He was awarded compensation of £400, but the response didn’t address whether the delay had caused him a financial loss. I don’t think Mr K needed Scottish Widows internal document expressing an opinion about the complaint investigation to decide if he felt £400 was enough to put things right, given his expectation for compensation started at £1,000 and rose to £2,000. Mr K hasn’t given a reason that he was unable to bring the complaint sooner, so I don’t consider that exceptional circumstances apply here.

#### *Complaint 2 about the DSAR (\*918)*

The final response letter for this complaint dated 27 March 2025 dealt with two issues – the delay and poor customer service in processing the DSAR and also revisited the earlier complaint about the transfer delay.

Scottish Widows admitted it had failed to process the DSAR when Mr K originally raised it. It apologised for this and confirmed he would receive all the information he’d requested within 30 days, in paper rather than electronic format in accordance with his wishes. For the distress and inconvenience caused Scottish Widows said it would pay £150 into Mr K’s bank account. I appreciate Mr K’s frustration that his request wasn’t dealt with in a timely fashion, but I think what Scottish Widows has done to put things right is sufficient.

The response also confirmed that Mr K's complaint about the transfer delay had already been dealt with in 2023 under reference \*636. And that if Mr K referred that complaint to this service, we would make a decision about whether to accept it for investigation.

On receipt of the final response Mr K contacted Scottish Widows to say he disagreed with its response, as he couldn't refer his complaint to this service without Scottish Widows consent. Scottish Widows said he didn't need their consent "*just go ahead and raise this with them, and they will make a decision for you*". Mr K considers this to be evidence Scottish Widows had misunderstood the rules. But this exchange was in relation to complaint \*918, as evidenced by the reference in the subject bar. The final response for that complaint had only been issued the previous day, so at that point it wasn't a late referral. While I can see why Mr K thinks Scottish Widows could've been clearer, whenever a complaint is referred to this service whether late or not, it's for us to decide whether it falls within our jurisdiction, not the business being complained about.

### *Summary*

The first complaint (Scottish Widows reference \*636) about the transfer delay was referred too late, and exceptional circumstances don't apply, so we don't have the power to consider it.

In relation to the second complaint about the DSAR, I think the £150 Scottish Widows has already paid is sufficient, so it doesn't need to do more.

### **My final decision**

We don't have the power to consider the main element of Mr K's complaint as it was referred too late. And I don't uphold the second part of his complaint as Scottish Widows has done enough to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 14 August 2025.

Sarah Milne  
**Ombudsman**