

The complaint

Mr G complains that Aviva Life & Pensions UK Limited (Aviva) won't pay out his pension benefits. He also thinks it's unfairly said that the plan it's sent him statements about for more than twenty years doesn't belong to him.

What happened

Mr G said he had a personal pension which he took out with a predecessor business of Aviva at some point in the 1990s. Aviva is responsible for this complaint. Mr G said he paid into his pension but then suspended payments in the mid-2000s.

Mr G said that Aviva contacted him in April 2022 about a pension it held in his name. He said it'd asked what his plans were for this pension. And that he'd asked to cash it in. But he said that Aviva then identified errors with his date of birth and National Insurance (NI) number.

Mr G said Aviva had since asked him if he had the original plan documentation. But he no longer had that paperwork.

On 28 July 2022, Aviva called Mr G to tell him that it needed to review its archive documents, given both his date of birth and NI number were incorrect. It said this could take a couple of weeks. But that it would update him when it could. And on 15 September 2022, Aviva chased for an urgent response about this so that it could process the payment to Mr G.

On 29 September 2022, Mr G called Aviva for an update on his payment request. He said he didn't have the original plan documents Aviva had asked for. The call note recorded that Aviva was unclear about: *"whether this is the PH policy."* Mr G raised a complaint.

On 9 December 2022, Aviva wrote to Mr G to acknowledge his change of address. It also sent an internal message asking the relevant team for an update on his payment.

On 27 December 2022, Aviva wrote to Mr G to tell him it couldn't trace the plan using the information he'd provided. It again asked him for the original plan documents. On 10 January 2023, Mr G called Aviva for an update.

Mr G wrote to Aviva on 7 April 2023 about what'd happened the previous April. He said he'd taken out a personal pension. He attached photographs of two statements from 2004 and 2005.

The 13 February 2004 statement Mr G shared with Aviva said that as at the statement date, he held Protected Rights worth £3,827.11 and demutualisation benefits worth £544.37, so a total of £4,371.48. The statement said that no contributions had been received in the scheme year from 5 July 2003 to 13 February 2004.

The 13 February 2005 statement said that as at the statement date, Mr G held Protected Rights worth £4,420.27 and demutualisation benefits worth £612.81, so a total of £5,033.08. The statement said that no contributions had been received in the scheme year from 14

February 2004 to 13 February 2005.

Both statements showed an incorrect date of birth and an incorrect NI number for Mr G.

Further evidence provided by Aviva shows that it sent Mr G statements similar to his 2004 and 2005 statements between 12 February 2013 and 12 February 2017. It also shows that it wrote to him about the plan on 3 March 2020.

Aviva sent Mr G a further options pack. This said that the transfer value was £17,812.90 as at 19 May 2023. It also gave a retirement date 65 years after the date of birth noted on the 2004 and 2005 statements. But this wasn't Mr G's date of birth. Mr G continued to try to take the benefits from the pension as a lump sum.

Aviva wrote to Mr G on 23 June 2023. The letter still referred to the same incorrect date of birth included on all of the statements referenced. It thanked Mr G for confirming his decision to take all his pension as cash. And stated that he'd receive a cash sum, after the deduction of tax, of £13,240.97.

Aviva said it confirmed to Mr G that his benefits had been paid on 1 July 2023. Mr G then called it on 14 July 2023 as he hadn't received the payment. It then said it would investigate.

Aviva said Mr G called it on 24 July 2023 to tell it his date of birth wasn't correct.

On 8 September 2023, Aviva called Mr G to ask him for details of any beneficiary he may have nominated on his plan. Mr G wasn't sure if he had nominated anyone. But explained who it would've been if he had.

After a lengthy investigation, Aviva then called Mr G on 22 September 2023 to tell him that the pension might not belong to him. It apologised and said that his plan might've been incorrectly merged with another customer. And said it would fully investigate the matter further to confirm if there would still be benefits payable and what they might be.

Mr G complained to Aviva. It issued its final response to the complaint on 16 November 2023. It apologised and upheld his complaint about poor service. It said it would look to pay Mr G compensation for the poor service and inconvenience it'd caused. But said that its technical advisers were still looking into the full records before it could confirm the correct plan details and benefits. It apologised for the time it was taking to give Mr G a full response.

Aviva said it'd written to Mr G on 21 November 2023 to confirm that the plans it'd written to him about belonged to a different planholder. It said that his date of birth, NI number and spouses' details didn't match with the records it held. But it asked Mr G to forward any plan documentation he held so it could further check its records. Aviva then wrote to Mr G on 6 December 2023 to confirm that it hadn't been able to trace any policies that he held with it.

On 9 October 2024, Mr G called Aviva for an update. Aviva still couldn't verify his details. So it asked him to email everything he had about his plan to it. Mr G said he only had two annual statements from 2004 and 2005.

On 5 December 2023, Mr G called Aviva. It told him that a systems error had led to his profile being merged with another customer's. And that this had led to him receiving information for a pension plan that didn't belong to him. Aviva said it was trying to trace the account Mr G had held before the merging.

Unhappy with Aviva's progress, Mr G brought his complaint to this service on 11 December 2024. He wanted definitive proof of where the pension funds had been transferred to. He

also wanted his funds to be returned to him. And compensation for the stress and anxiety Aviva's poor administration had caused.

Aviva then investigated Mr G's complaint about the service he'd received after requesting his benefits from his pension. It then issued a second final response with updated referral rights to this service on 5 February 2025. It apologised for the conflicting information it'd provided. It said when the book of business had been transferred from the predecessor business, all live plans had been transferred. But Mr G's details had been incorrectly updated under another person's plan. It said this had led to him incorrectly receiving plan information.

Aviva also reconfirmed that after an extensive systems search, it'd found no trace of any live plans. It apologised for the loss of expectation and for the distress it'd caused, given Mr G had been expecting to take the retirement benefits on the plan it'd written to him about.

Aviva upheld the complaint and offered Mr G £400 compensation for the delay and the distress it'd caused. It said it would send this in the next few days.

Aviva's complaint file said £250 of this compensation was in respect of Mr G's loss of expectation. And £150 was for the conflicting information it'd given him. It said it'd told him his plan had been merged with another customer's and that his benefits would be confirmed. But it had completed a full search and Mr G had no live plans.

Our investigator asked Mr G to reconfirm his date of birth, given what was shown on the pension statements. She also asked him when he'd taken out his original pension. And whether he had any other pension plans with Aviva.

Mr G told our investigator that when he'd noticed the date of birth on the statements wasn't his, he'd spoken to Aviva. But that it'd told him he shouldn't worry as: "*it happens all the time*". He therefore said he hadn't been worried about his date of birth or NI number not matching.

Mr G said he'd taken out his pension when he was younger, after someone he knew had taken out a private pension. He said he'd been put in touch with someone who'd visited him at home to set up the plan. He said he'd seen that person twice. He couldn't remember when the plan started but thought it was roughly the mid-1990s. Mr G said he'd stopped paying into the pension at some point, but didn't remember when. He said he didn't have any other pensions with Aviva.

Aviva confirmed the following to this service:

- Mr G didn't have any pension plans with it.
- It couldn't find any trace of the personal pension plan Mr G said he'd taken out with the predecessor business.
- It didn't explain how it had been able to send Mr G letters about the pension plan at the heart of this complaint. Nor did it explain why Mr G had been receiving letters.

Our investigator felt the complaint should be upheld. She felt Aviva should again check its systems for Mr G's original pension. And that it should provide a more detailed explanation on the whereabouts of his plan, or what might've happened to it. She also felt it should increase the compensation to £750 to more fairly reflect the loss of expectation Mr G had suffered over a prolonged period.

Mr G still wanted Aviva to have to prove where the pension funds had gone. He didn't want

Aviva to “*get away with it.*” And said he was concerned about the other potential planholder.

Aviva acknowledged that our investigator wanted it to provide a more detailed explanation about what had happened to Mr G’s plan. But it said the only information it could provide was that the plan Mr G had wasn’t “live” when the book of work was transferred from the predecessor business. It said this was likely to mean that the plan no longer had a value before the transfer of ownership.

Aviva said that it appeared that when the records were transferred, the data from Mr G’s plan was merged with another Mr G’s plan, which was live. It felt that this had led to Mr G being incorrectly sent statements about the other Mr G’s plan. But it said it couldn’t provide definitive details about what had happened as it didn’t have access to the relevant records before the transfer of ownership.

Aviva agreed to pay Mr G the increased compensation our investigator had recommended, as it acknowledged it’d caused a significant loss of expectation. It said it could also arrange for a further letter to be sent to Mr G outlining what it had told this service about the plan.

Our investigator shared Aviva’s comments with Mr G. She also noted that it’s fairly common for pension providers to have limited information for a pension plan that it purchased, especially if that plan was opened before 2000.

Mr G felt Aviva hadn’t given him a viable explanation. He said if it had merged two accounts, it should be made to prove such an action.

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. I agree with our investigator that it isn’t possible for Mr G to get a definitive answer about exactly what happened to his original pension. But I’m satisfied that it’s more likely than not that Mr G’s pension wasn’t “live” when Aviva bought the book of business from the predecessor business. Therefore, while I can’t reasonably ask Aviva to provide a further explanation to Mr G about what happened, I agree with our investigator that Aviva should pay Mr G total compensation of £750 given the loss of expectation, and distress and inconvenience it has caused him. I’ll explain the reasons for my decision.

I first considered if Aviva should pay Mr G the benefits it outlined in its 19 May 2023 options pack.

Should Aviva pay Mr G the benefits outlined in the 19 May 2023 options pack?

The evidence shows that Aviva has been sending Mr G annual statements as far back as 2004, although it appears that he hadn’t received an annual statement since 2005. Mr G also recalls that he started a pension with Aviva’s predecessor business in the mid-1990s. So it’s not surprising that he believed the plan Aviva wrote to him about was his.

Mr G also said that during a call with Aviva, it told him that it wasn’t a problem that his date of birth didn’t match that on the plan. So Mr G had no real reason to consider that the plan wasn’t his. However, I think he might’ve started to have some doubts when Aviva confirmed that the date of birth, NI number and beneficiary details on the plan were all incorrect.

As our investigator mentioned, I can't reasonably require Aviva to pay Mr G the benefits from a pension unless I'm satisfied that the pension in question belongs to him. Mr G hasn't been able to locate any of his original pension documentation. And although he's provided this service with his recollections about what happened when he started the plan, those recollections aren't very detailed. Therefore, based on all the evidence provided, I'm not satisfied that the plan at the heart of this complaint does belong to Mr G. I can't therefore fairly ask Aviva to pay Mr G the benefits from that plan.

I next considered if Aviva can provide Mr G with further details about what happened and about the plan he held with its predecessor business.

Can Aviva provide further details about what happened?

Aviva initially told Mr G that his plan had been merged with another customer's and that it would investigate and confirm his benefits. It wasn't until December 2023 that it told him that it was his profile that had been merged with another customer's, leading to him receiving information for a plan that didn't belong to him.

Aviva then tried to trace the account Mr G had held before his profile had been merged. Having completed a full search, it said Mr G held no live plans with it.

Given what happened, I understand why Mr G feels that Aviva has yet to give him a viable explanation about the plan it'd written to him about. I can therefore see why he'd like more information about this. I say this because he has yet to receive a clear answer about what happened to the plan he started in the mid-1990s with the predecessor business.

However, Aviva has re-confirmed to this service that Mr G didn't have any pension plans with it. And that it couldn't find any trace of the personal pension plan Mr G said he'd taken out with the predecessor business. It said it could only confirm that Mr G's former plan wasn't "live" when the book of work was transferred from the predecessor business.

Having considered this, I'm satisfied Aviva isn't able to provide definitive details about what happened in this case. I say this because it doesn't have access to the pre-transfer records. And I wouldn't expect it to, given the time that has passed since then.

Overall, I'm satisfied that Aviva has taken all reasonable steps to try to find out what happened to Mr G's original plan. Therefore, while I know Mr G will be disappointed, I can't fairly ask it to carry out any further investigations into his original plan.

I finally considered the compensation Aviva should pay Mr G.

Distress and inconvenience

Aviva offered Mr G £400 compensation for the distress and inconvenience and loss of expectation it'd caused. It said £250 of this compensation was in respect of Mr G's loss of expectation. And £150 was for the conflicting information it'd given him.

Our investigator felt that Aviva should increase the compensation it'd offered by £300 to a total of £750. She said this was because it'd only made Mr G aware that he couldn't claim the pension he'd thought was his in 2023. She felt this had a serious impact on him as he'd been expecting those funds, noting that he'd received statements for the plan dating back to 2004. She also felt Aviva had failed to provide a clear explanation for what was likely to have happened to his plan for some time, causing further inconvenience to Mr G.

I don't have anything to add to what the investigator said. I agree with her, and for the same

reasons, that Aviva should pay Mr G a total of £750 compensation for the distress and inconvenience and loss of expectation its mistakes have caused. I therefore uphold the complaint.

Putting things right

Aviva Life & Pensions UK Limited must pay Mr G £750 total compensation for the distress and inconvenience its mistakes have caused. If it has already paid Mr G the £400 it offered him, it can allow for this in that payment.

My final decision

For the reasons set out above, I uphold Mr G's complaint. Aviva Life & Pensions UK Limited must pay Mr G a total of £750 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 September 2025.

Jo Occleshaw
Ombudsman