

The complaint

In July 2024 Mr W used the Data Subject Access Request (DSAR) process under information rights legislation to ask Scottish Widows Limited to *“provide copies of all my annual statements, along with any other documentation that provides a valuation of my pension investment, since the pension plan start date 02/12/2006.”*

As he didn't receive a response to his DSAR, he raised a complaint with Scottish Widows on 29 September 2024. Additionally in that complaint he raised a list of 69 concerns about a Final Decision I had issued in July 2024 regarding an earlier complaint he had made to Scottish Widows. Two of those concerns were about things I explicitly said I wasn't considering in the original Final Decision. These relate to:

- A) Scottish Widows checking with Mr W in 2016 whether he had intended to 'reset' his pension lifestyling strategy on several previous occasions his retirement age had been deferred. Scottish Widows appeared to have made a corrective payment to Mr W's policy in 2017 after clarifying what his intentions had been. But Mr W asked whether this had been handled correctly, saying that he had no recollection of receiving a letter in October 2017 resetting his retirement age to 75.
- B) Scottish Widows making a correction in 2017 to the past annual management charge (AMC), relating to a discount applying. This was and explained in a letter he received in November 2017 (*“we're fixing an annual management charge error on your policy”*). And it also appears to have resulted in a corrective payment in 2017.

In addition to considering the merits of Mr W's complaint about the failure to respond to his DSAR, I will therefore also explain in this decision whether I can consider the merits of the additional points A) and B).

What happened

Having not received a response to his DSAR, and despite chasing Scottish Widows multiple times including raising the complaint above, Mr W contacted the Information Commissioner's Office on 1 November 2024.

On 11 November Scottish Widows' complaints team realised it had not handed the DSAR over to its Data Subject Access Team. That team wrote to Mr W acknowledging the DSAR and followed this up with an apology to Mr W on 19 November. A response to Mr W's DSAR was then sent to him electronically on 22 November.

Mr W didn't consider that the information contained in the DSAR response addressed his request for annual statements or other valuations. He told Scottish Widows this on 25 November, and in reply it explained that a DSAR wouldn't necessarily include all past statements unless a record had been kept of the content of those statements. So instead, it arranged for its servicing team to locate any copies of the past statements it still held on its systems.

Mr W had to chase Scottish Widows on a number of occasions to then obtain the statements that were available. I'm also aware that the Information Commissioner's Office (ICO)

contacted Scottish Widows on 17 January 2025 to make it aware that Mr W had been in touch saying he hadn't received everything he'd asked for under his DSAR.

Scottish Widows subsequently responded to Mr W on 13 February 2025. It was able to enclose statements for 2022, 2019, 2018, 2017, 2016, 2015, 2014 and 2013. (Mr W transferred his policy away from Scottish Widows in 2023.) It couldn't provide all the annual statements from inception of his policy as they weren't held in its records, and apologised for any inconvenience that may cause.

Mr W wasn't happy with this. He said, *"The customer service from Scottish Widows has been truly appalling, which has resulted in me spending an inordinate amount of time pursuing my request with Scottish Widows and the ICO, with all the associated trouble and inconvenience of not having the data. Consequently, feel it is only reasonable for Scottish Widows to make a substantial goodwill gesture in recognition of their horrendous failings."*

Scottish Widows agreed with Mr W's complaint. In its final response that same day it apologised that the original DSAR was not handed over promptly to the Data Subject Access Team. It had recorded this as a breach of data protection regulations. But it made clear that it was a list of the transactions under his policy rather than the printed annual statements themselves, that Mr W would be entitled to under a DSAR in any event. It had already provided him with the statements it had in its response to his DSAR. It hadn't retained every annual statement and there wasn't any regulatory requirement for it to do this. Scottish Widows also agreed that he had to chase for the information more than he should have done. In recognition of the overall poor service he'd received it sent Mr W a cheque for £500.

Our Investigator gave her view of Mr W's complaint on 16 April 2025. She thought it would have been more appropriate for Scottish Widows to treat Mr W's request for policy statements on an informal basis rather than as a DSAR, if they wouldn't be included in the response to a DSAR.

Although Scottish Widows did eventually do this, it took three months to do so – even after it belatedly acknowledged the DSAR on 11 November 2024. However, our Investigator considered that Scottish Widows had now paid enough compensation to recognise this. As part of her reasoning she noted that during the complaint on which I originally issued a Final Decision, Mr W had supplied a spreadsheet on which he had logged the value of his policy in each year's annual statement. So, it appeared Mr W had received all the statements originally.

Whilst Mr W was entitled to request new copies if he no longer had the originals, she wasn't persuaded that Scottish Widows had caused a level of distress or inconvenience that warranted an award of more than £500. Scottish Widows had already agreed it let Mr W down in the level of service it provided on this occasion.

Mr W didn't agree with the Investigator and suggested that he hadn't complained to our service, but rather to the ICO, about the DSAR. He thought the £500 paid to him by Scottish Widows was as a result of the ICO complaint, but considered that this dispute was still ongoing with Scottish Widows. He added *"Although if appropriate for the FOS to get involved, in the spirit of openness and transparency can provide the FOS with the details."*

Mr W did in any event comment about Scottish Widows' response that it shouldn't have needed to deal with his request for statements under the DSAR process. He didn't think he had done anything wrong in the specific way he worded his DSAR: he had followed ICO guidance when writing it. He was concerned that Scottish Widows could only provide him with (some) annual statements but not any other valuations. He couldn't establish from the information provided whether the lifestyling investment switching process had been working

properly on his policy.

Mr W also said that he required further explanations of the corrections Scottish Widows had made to his policy in 2017. (These are issues A) and B) above – I'll comment on them separately below.) And he asked a number of questions about the conclusions I had already reached in the Final Decision about his original complaint.

I've already issued a Provisional Decision on this new complaint. In that, I explained that it will be necessary for me to consider whether I should dismiss the complaint points Mr W has raised about the same subject matter as the Final Decision I've already issued, and I'll be doing that in due course on Mr W's complaint reference ending S5S8.

On the DSAR part of the complaint, in summary I reached the following conclusions:

- Mr W hadn't provided a definite answer that he *didn't* want our scheme to investigate his DSAR complaint (including the level of compensation Scottish Widows had awarded for its admitted failings).
- So, I was proceeding to determine that issue. I agreed with our Investigator's findings that Scottish Widows had already paid sufficient compensation for its errors.
- In particular, Scottish Widows was correct that it wasn't obliged to retain annual statements indefinitely – and because of the way they are generated it's not always possible to reproduce them at a later date.
- Whilst Mr W didn't just want his annual statements but also other valuations, Scottish Widows had provided him with a spreadsheet showing all its system data of all the units contained in his policy over time.

I also reached these conclusions about the corrections made to Mr W's policy in 2017 (points A) and B) above):

- We had asked (and chased) Scottish Widows about whether it would consent to our service considering these complaint points if they were raised outside the time limits which apply, but it hadn't responded.
- Its silence had to be taken as no consent, and I was therefore required to consider whether Mr W was now too late to raise these points.
- The errors in administering his policy dated back to before 2017 and were rectified by units added between August and November 2017. That was more than six years before he specifically raised concerns about these errors in September 2024 (in response to my earlier Final Decision of July 2024).
- Mr W had admitted receipt of a letter captioned "*we're fixing an annual management charge error on your policy*" in November 2017. And there was evidence Scottish Widows had been writing to him from July 2016 onwards about a past problem realigning the lifestyling switching each time there had been a change to his retirement age, which was then rectified in October 2017.
- All this meant, in my view, that he ought reasonably to have been aware of a concern about both the points A) and B) by November 2017 at the latest.
- The original complaint Mr W brought to Scottish Widows in December 2022 focused on a fall of £88,000 in his pension between October 2021 and October 2022. It extended into enquiries about management charges and fund movements over the previous five years, with specific reference to the Pension Protector Fund.
- Mr W held no investments in the Pension Protector fund between October 2017 (when his lifestyling strategy was reset) and September 2018. The complaint he raised in December 2022 wouldn't reasonably have been taken to include charging errors which had occurred (and been rectified) before the five year period he was

enquiring about; or to relate to an earlier time when he had been invested in the Pension Protector fund (used in lifestyling) outside those five years.

- Therefore, when Mr W raised points A) and B) in September 2024 he was outside both the six-year time limit, and three years from when he ought reasonably to have known about the issues complained of.

Scottish Widows hasn't responded to my Provisional Decision within the timescale provided. But, after allowing a further week's extension Mr W did respond. In summary, he said the following about the DSAR issue:

- He hadn't previously been aware that the Ombudsman service could handle complaints regarding information rights under the UK General Data Protection Regulation (GDPR).
- As a result, he didn't mention the outcome of that complaint in his referral to us. He has not complained about the level of compensation, but the execution of the DSAR.
- His DSAR, and the complaint relating to this, remain outstanding and he requires the Ombudsman service to "*progress with SW a response to my requests...*"
- He reiterated that Scottish Widows have not paid any compensation because of the Ombudsman scheme's involvement.
- I didn't take up Mr W's offer to provide more information about his DSAR complaint, so I haven't considered all the available evidence.
- There was a requirement under data protection regulations for Scottish Widows to retain a record of his personal data, and it says on its Privacy Notice that it will keep it for up to ten years after he transferred away.
- So, it was duty bound to provide copies of annual statements, or the individual data items contained in them, or a record of their destruction. I should explain how my understanding is different to this, by reference to the UK GDPR.
- The spreadsheet he'd used to collate valuations of his policy from annual statements didn't include any other valuations which he considered Scottish Widows would need to have performed in order to manage the lifestyling process, and which he was now requesting.

Mr W also said the following about whether his complaints about points A) and B) above should be time-barred:

- It was not only the 2017 corrections to his policy that were a concern but "*all identified corrections, the FOS has not addressed any of them*".
- Scottish Widows does not have not a full record of what transpired when these corrections were made, so I am having to rely on assumptions.
- Our service had been investigating points A) and B) within the primary six-year period he had to refer them to us, but failed to reach a conclusion on these.
- The point of reasonable awareness of his cause for complaint was only reached when he saw the adjustments Scottish Widows had made on the spreadsheet it emailed him in March 2024.
- The resetting of his retirement age to 75 was made in July 2014, not October 2017 as I suggested.
- He did have investments in the Pension Protector Fund in both 2017 & 2018. In any event, 2017 was included in the 'previous five years' referenced in his December 2022 complaint.
- My assumption that mail correctly addressed would have been delivered is contrary to Ofcom's post monitoring report that Royal Mail lost a record number of letters and parcels in the last year, prompting nearly 900,000 complaints.
- What were the economic events I had suggested prompted his original complaint to Scottish Widows in December 2022?

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.

I haven't found grounds to depart from my Provisional Decision of 23 June 2025. So, the reasoning from that decision largely follows below. Where necessary, I've expanded the reasoning to address the further comments Mr W has made.

Mr W's DSAR

I remain of the view that Mr W is complaining to our service about this issue. Whether Scottish Widows handled the DSAR appropriately isn't separable from its £500 payment to him as the remedy, having agreed that it hadn't done so. It isn't this Service's role to act as a conduit for Mr W to ask questions of Scottish Widows. But where he continues to ask questions, that is taken as a dispute about the outcome of this complaint. Mr W says the complaint is still ongoing, but all that matters for the purpose of my role here is that Scottish Widows issued him with a final response letter on the matter, and where I can do so I will determine the complaint.

My reference to what prompted this compensation was that the ICO wouldn't have been able to award any payment to Mr W for the distress or inconvenience caused. It might sanction or fine Scottish Widows if it thought it appropriate to do so. It's clearly relevant that Scottish Widows offered Mr W compensation for distress or inconvenience caused to him personally, in a letter which gave him the right to refer that matter to his service.

Mr W then referred it to us, and it is for me to decide whether £500 is adequate compensation for the poor handling of his DSAR. I note Mr W's offer to provide more information but it is for me to decide if I need to take Mr W up on that offer or if I have enough information already. The issue under dispute is not complex; it's adequately summarised in Scottish Widows' final response, which Mr W has had an opportunity to respond to; and I do therefore have enough information.

Scottish Widows identified that there were two main failures in its administration of the DSAR:

- Not promptly passing it from the complaints area to the Data Subject Access Team
- Not identifying, even when that team received the request late, that it could satisfy the request by searching its systems for any annual statements it still held.

I agree that both of these errors together caused an inordinate delay. But beyond this, Mr W says that he still hasn't received information to which he is entitled under the UK GDPR, or what Scottish Widows says it will keep under its Privacy Notice. That question comes down to what constitutes Mr W's personal data, as defined under the regulations, as opposed to what is essentially correspondence generated during the operation of his policy.

There is no particular provision in law or regulation that requires Scottish Widows to save a copy of each letter or statement it sends to him on a paper or electronic file, so that it can be recalled at a later date. Scottish Widows does need to retain enough information about his policy – such as how much is being contributed, what funds he is invested in and what rebates of charges apply – in order to operate it successfully. That becomes his personal data because it's data Scottish Widows has kept recorded and is linked to him. From what I can see, Scottish Widows has already provided Mr W with this data. And each time Scottish

Widows sends Mr W a statement or responds to a request for an ad-hoc valuation, it uses this data to generate the value.

Obviously, several reasons can be advanced for why it might be useful for Scottish Widows to keep every item of correspondence, including annual statements. These include being able to fulfil the request Mr W has now made to see those statements again. Clearly, Scottish Widows has kept a great deal of the annual statements and some other correspondence. But that doesn't mean I can expect it to provide information that a) it wasn't required by any particular law or regulation to keep, and b) it has not in fact kept (whatever the reason).

I can particularly understand Mr W's surprise that the statements Scottish Widows can't provide include even a recently-issued one. But I explained in my Provisional Decision why the limitations of, or changes to, the systems used to generate statements may mean they can't accurately be recreated at a later date. And contrary to Mr W's understanding, it isn't necessary for Scottish Widows to know the *value* of his policy at any particular time before it makes decisions on what investments to switch, or what charges to rebate.

These decisions are all made based on how many *units* Mr W holds in the various funds. The charges are proportional to the number of units held. And the lifestyling switching process moves a proportion of the units to different funds at regular intervals, as this was the agreed strategy when Mr W applied for the policy. Scottish Widows wouldn't manually generate a value for his policy, and then store that as an individual record which would constitute another piece of personal data, each time it switched some of the funds.

£500 is a typical sum we would award where the impact of the business' errors has caused considerable distress, upset and worry – often lasting over many weeks or months. That seems to apply here. I therefore conclude that Scottish Widows didn't treat Mr W fairly and reasonably in its delay in responding to his DSAR – but that it's now paid sufficient compensation for this.

The past corrections to Mr W's policy in 2017

Mr W has again been questioning whether Scottish Widows applied the lifestyling switching process appropriately on his policy – and contests that the data available from Scottish Widows (such as the spreadsheet it sent him in March 2024) is insufficient to demonstrate this.

In my Final Decision of July 2024 I'd already considered whether the lifestyling process had operated appropriately in the five year period Mr W referred to in that complaint, which he originally brought to Scottish Widows in December 2022. When I consider the remaining complaint reference Mr W has with our Service, ending in S5S8, I will explain whether I'm dismissing the concerns he has which relate to the same subject matter as that original Final Decision.

But it is worth acknowledging here that Scottish Widows was clearly operating a lifestyling process on Mr W's policy *before* that five year period ending in December 2022. As it happens, that was the period in which the discrepancies in fund switches and charges were identified, which Scottish Widows sought to correct by adding units to his policy in a series of payments made between August and November 2017. I was unaware this had happened until I began investigating Mr W's original complaint which I determined by Final Decision in July 2024. At around the same time as I learned this, it also became apparent that Mr W had some awareness of Scottish Widows identifying the discrepancies and seeking to correct them at the time.

Mr W says that I was investigating a complaint about these earlier adjustments and this investigation never reached a conclusion. That isn't correct. I noted that they had occurred in the background of the Final Decision I issued in July 2024, for Mr W's information. That is not the same as carrying out an investigation. I now think it is too late, and was already too late when I became aware of the adjustments in March 2024, for our Service to investigate this. I'll explain why.

But before I do this, I'll note that Mr W says it was not only the 2017 corrections to his policy that were a concern but "*all identified corrections*". I haven't identified any other 'corrections', and I'm not aware Mr W has either. The spreadsheet he's received contains a series of additions and deductions and these include contributions, fund switches, and rebates of charges. This is just the underlying basis of how the policy operates.

I've treated Scottish Widows' failure to respond to our request to confirm whether it consented to Mr W's complaint about points A) and B) (set out above) as a *refusal of consent*, because of the wording of DISP Rule 2.8.2R in the FCA handbook. This says that the Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

"(2) more than:

(a) six years after the event complained of; or (if later)

(b) three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint;

unless the complainant referred the complaint to the respondent or to the Ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received;

unless:

(3) in the view of the Ombudsman, the failure to comply with the time limits...was as a result of exceptional circumstances; or

...

(5) the respondent has consented to the Ombudsman considering the complaint where the time limits...have expired..."

Our message to Scottish Widows on 21 March 2025 included asking whether it would consent to our service considering the complaint points A) and B). The message was acknowledged and we chased on one further occasion with no further response.

As I said in my Provisional Decision, there were more than six years between the significant upward policy adjustments (between August and November 2017) because of historical errors in applying the charges and lifestyle switches, and Mr W's referral of his concerns about these matters to our Service on in September 2024.

Mr W says that it's only reasonable to conclude that he knew there was an issue when Scottish Widows sent him a spreadsheet which disclosed these adjustments in March 2024. But it's not that straightforward. Memories can fade over time – and I have to consider *all* of the evidence to make sure there isn't an earlier point at which Mr W either knew, *or ought reasonably to have known* (as per the wording of DISP 2.8.2R above), that Scottish Widows was correcting errors with the charges and fund switches on his policy in late 2017.

Mr W has already told us that he received the letter captioned "*we're fixing an annual management charge error on your policy*" in November 2017. So that means he's been aware since that date that there had been a problem with the charges that Scottish Widows sought to put right.

Mr W doesn't recall getting other letters about Scottish Widows encountering a problem

realigning the lifestyling switching each time there had been a change to his retirement age. And he may be right to say that Scottish Widows itself doesn't have all the evidence, or at least hasn't been able to locate it to date. However, I've already established that (whilst it may of course have helped) Scottish Widows wasn't required to keep all this correspondence indefinitely. In a matter relating to whether a complaint should be time barred it is to be expected that not all of the evidence may be available. Where evidence is incomplete I can make my decision on the balance of probabilities.

Scottish Widows wrote to Mr W in July 2016 asking him whether, when his retirement age had previously been postponed, it had been his intention to realign the lifestyle switching strategy. If so, it invited him to sign a reply slip. Mr W returned the reply slip without signing it, asking *"Please clarify and advise the options."*

In reply, Scottish Widows explained that it had identified that it had failed to ask him in 2008 whether he wished to realign the switching strategy to the new deferred retirement age, with the result that *"your policy may have been invested in lower risk investments, with lower growth potential, earlier than you wanted"*. It reiterated that he should sign the reply slip if he had wanted the investment strategy to be realigned.

Mr W's response included, *"So I can understand the implications covered in your letter please provide details of the funds that my plan is currently invested in showing the returns from September 2013 to September 2016...Then as a comparison show the funds my plan should have been invested in based on an amended retirement date..."*

It's not clear exactly what happened next. We do know that Scottish Widows wrote to Mr W on 20 October 2017 confirming that it had realigned his lifestyle investment strategy to his new retirement age – this is evidently what it hadn't been doing on the previous occasions. So, Mr W is right that he'd *actually* deferred his retirement age to 75 back in 2014. But the whole point of Scottish Widows writing to him was that it should have asked him if he wanted to reset the strategy (meaning he would come back out of the Pension Protector and Cash funds into share-based funds) at the same time – but it hadn't.

Scottish Widows didn't actually reset the strategy so that it reflected a later retirement age of 75 until October 2017, the date I gave in my Provisional Decision. The addition of units to the value of his policy at the same time looks to be an adjustment to reflect the fact that the investment split should have been adjusted earlier. I say this because the tenor of Scottish Widows' letters was that if Mr W confirmed he had wanted to reset the strategy in 2014, that might identify he'd suffered a loss. Mr W's response to the 2016 correspondence shows that he did have cause for concern for precisely that reason: he was aware that Scottish Widows' mistake may mean the value of his policy should have been higher.

All these letters were sent to Mr W's correct address, so I think it's highly likely they will have been received. As I make my decision on the balance of probabilities, evidence from Mr W that a relatively small numbers of letters go astray doesn't affect this: the vast majority of letters are still delivered to the right address.

I don't have a letter showing that Scottish Widows confirmed to Mr W how much the adjustments it made to his policy in 2017 were, but for the purposes of considering whether Mr W's complaint is time barred I don't think this matters. There are only two possible conclusions here: either Mr W did know (from a letter or other communication I haven't seen) that monetary corrections had been made; or he didn't. But if he didn't, he would have had continuing cause for concern about whether Scottish Widows was putting the matter right.

What that means is that Mr W ought reasonably to have known of concerns A) and B) by late 2017. I say this because he's questioning whether there has been mismanagement of his

policy in terms of charges or fund switches, that the 2017 adjustments still haven't put right. But my view is that Mr W ought to have known about these issues by November 2017 at the latest. If he wasn't happy with the corrections Scottish Widows was making, or concerned that he hadn't yet been told what amounts were being paid, he should have brought that to Scottish Widows' attention in November 2017, or up to three years after that point.

Therefore, the six-year period under DISP 2.8.2R(2) actually gave Mr W the most time to raise his complaint – until October 2023. His complaint raised in September 2024 would therefore be time barred under DISP 2.8.2R(2), unless Mr W has a written acknowledgement or some other record of his complaint being raised sooner. So I've also looked at this aspect.

I haven't seen anything in the correspondence Mr W had with Scottish Widows in 2016 to suggest that he had already raised a complaint. It doesn't appear to be anything Mr W said to Scottish Widows that prompted it to look into correcting charges or previous fund switches – but rather some reconciliation exercises that Scottish Widows carried out unprompted by Mr W. He then asked Scottish Widows further questions, but I haven't seen anything that would have fallen to be treated as a complaint about this matter at that time. The regulator defined a complaint as *“any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide, a financial service... which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience.”*

Clearly Mr W did raise one earlier complaint with Scottish Widows that led to my previous Final Decision. He brought that complaint on 29 December 2022, so this would be within the six-year period. The complaint was made over a series of emails but summarised on Mr W's complaint form to our service at the time. It focused on a fall of £88,000 in the value of his pension that occurred between October 2021 and October 2022, and specifically referred to the performance of the Pension Protector fund as contributing to that fall.

Mr W considered this meant that Scottish Widows hadn't managed his lifestyling strategy correctly, and he wanted details of management charge and fund movements over the previous five years to show this. In answer to another of Mr W's points, it was he who mentioned economic events at that time. He referred to *“the economic disaster inflicted on us by the appointment of a short-lived PM by the conservative party”* but said he doubted that this was responsible for all the value he'd lost in his policy.

Mr W mentions that he did have investments in the Pension Protector fund in both 2017 and 2018. So, his complaint of December 2022 which both named that fund and a five year prior time period, should be taken to include the corrections Scottish Widows made to his investment in that fund in October 2017. I've considered this carefully, as taking five years away from 29 December 2022 clearly comes close to October 2017. However on balance, I'm more persuaded by the point that if Mr W wanted to question whether historical adjustments to his charges and fund strategy had contributed to the losses he'd suffered, he would have mentioned this at the time.

Scottish Widows had already written to him about both issues in 2016 and 2017. So, it wouldn't have been difficult for Mr W to raise them as part of his concerns in 2022 if that was his intention. As I noted above, his concerns in 2022 focused more on what had happened in the past year, as he was evidently aware the Pension Protector fund had been affected by the then Government's mini-budget. Although Mr W had extended his request for information about transactions and charges back over five years and not just one year, that was evidently with the intention of identifying what had caused the recent fall in value, rather than bringing up matters that Scottish Widows had written to him about in 2016 and 2017.

As I said in my Provisional Decision, once the strategy had been reset to Mr W's retirement

age of 75 in October 2017, Mr W had no investments in the Pension Protector fund. Switches back into that fund (and the Cash fund) only began on a phased basis again in September 2018, when he was within five years of retirement. So it is the timing of those post-2018 fund movements that were going to be particularly relevant to Mr W's concerns about the recent fall in value of his policy. And whilst I appreciate it is quite a close call, going back five years from 29 December 2022 doesn't, strictly, encompass the corrections applied to Mr W's policy in 2017.

So on any objective basis, the complaint Mr W raised in December 2022 wouldn't have been taken to include the earlier periods when a lifestyling process had been operating on his policy – prior to October 2017. It's therefore my view that Mr W is now too late under DISP 2.8.2R(2) to complain about the manual adjustments Scottish Widows made to his policy in 2017, or the errors that had led to those adjustments.

As DISP 2.8.2R(3) says, we can sometimes consider complaints outside the time limits if exceptional circumstances prevented the complainant from referring the matter to us sooner. Guidance to our rules gives an example of this as where the complainant was incapacitated – such as through serious ill health. Mr W hasn't provided any further arguments that would lead me to think exceptional circumstances exist in this case.

That means I'm not able to investigate and determine the concerns A) and B) Mr W raised about what led to the adjustments to his policy in 2017. Essentially, this means I won't be able to consider whether the lifestyling strategy operated correctly (taking into account the subsequent adjustment made) in the period up to 2017. But that doesn't of itself mean there is something for Mr W to be concerned about: it seems that Scottish Widows openly made him aware of the issues in 2017 precisely because it was seeking to correct them. It does however mean that if Mr W thought Scottish Widows wasn't doing enough to correct the fund strategy or the rebate of his charges, he ought to have complained about these sooner.

My final decision

I do not uphold Mr W's complaint about Scottish Widows Limited's treatment of his DSAR, as it has already paid sufficient compensation. And I've concluded that Mr W's complaints about historical errors in charges rebates and fund switches, which Scottish Widows sought to correct in the period up to November 2017, are time-barred.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 13 August 2025.

Gideon Moore
Ombudsman