

The complaint

Mr S complains that Phoenix Life Limited (Phoenix) failed to clearly explain what information it needed from him so that the annuity he requested in July 2023 could start. While he now knows that Phoenix needed his wife's birth certificate and their marriage certificate, as well as a telephone appointment, he said it failed to tell him this until December 2024.

What happened

Mr S has two Group Personal Pension Plans with Phoenix. He said that after his financial review in January 2023, his Independent Financial Adviser (IFA) advised him to start taking his pension benefits from those plans.

Mr S's IFA then contacted Phoenix to ask for Retirement Option Packs. On 26 April 2023, Phoenix issued the options pack to Mr S's IFA. This stated that Mr S's two pensions had a combined value of £16,656.74 as at 27 April 2023.

On 4 May 2023, Phoenix wrote to Mr S's IFA with a pack about his pension benefits. It stated:

The pack you have received contains multiple options so please ensure that you are completing the correct form based on Mr S's requirements. Important – If option forms are returned by the plan holder rather than by yourselves, we will need to speak to the plan holder before any claim is paid.

The pack said Mr S's two pensions had a combined value of £16,607.18. And provided information about a joint life annuity for Mr S and his wife. It said that if Mr S wanted to choose a Phoenix lifetime annuity, he had to: "...complete the enclosed forms and return them with any other documents requested, as instructed in the document checklist."

The document checklist stated the following:

"...If you select a joint life annuity for a spouse or registered civil partner, we will also require

- The original birth certificate for your spouse or registered civil partner, and*
- Your original marriage or registered civil partnership certificate*

Please note we are unable to accept photocopies of these certificates."

Mr S said his IFA filled in the forms to request a joint life annuity. He signed the completed forms on 5 July 2023. And then sent these to Phoenix on 11 July 2023. Phoenix said it received the completed forms on 17 July 2023. The forms didn't include the joint life documents Phoenix had requested in the document checklist.

Phoenix then emailed Mr S's IFA on 16 August 2023 as it needed confirmation about whether it'd given Mr S advice on the joint life option selected. It also said it needed further documentation in relation to his chosen option. It said:

“...please note that for joint life option we need to see the original birth certificate or passport or photo card driving licence for Mr S and spouse and the original marriage certificate in order to commence Mr S benefits. Please note that we cannot accept the photocopies and must see the original certificates or certified copies.

In receipt of the above requirement we will be in position to release Mr S benefit.”

Mr S's IFA replied to Phoenix on 18 August 2023. It said it hadn't given Mr S any advice about his chosen option. The IFA asked Phoenix to contact Mr S directly for further requirements.

Phoenix then emailed Mr S about his retirement options on 30 August 2023. It said he needed to call its Customer Contact Centre to discuss additional options that may be available to him. And that it couldn't settle the claim on his plans until he'd spoken to it. But it didn't specify the outstanding information it needed.

Phoenix said that Mr S then called it on 1 September 2023. During this call, it said it told him that he needed to speak to the Customer Care team to discuss his chosen option. It said that as that team wasn't available, it would arrange a call back.

Phoenix said it then called Mr S back on 5 September 2023. But he didn't answer. It said it left him a voicemail asking him to give it a call. Mr S had a different recollection. He said that Phoenix left him a voicemail on 5 October 2023. And that it said it would call back.

On 5 September 2023, Phoenix sent Mr S further retirement benefit illustrations. It said his two plans had a combined value of £16,680.71.

On 28 November 2024, Mr S called Phoenix. It said he told it that he thought his annuity request was going through. He felt it'd told him it would call him back, but he hadn't heard anything since. He wanted to know why he hadn't had his pension yet.

Phoenix said that its call handler explained that it needed a new retirement pack as they expire after six months. And that once Mr S had received this, he should call it back to discuss next steps. It then issued retirement packs for both of Mr S's plans the same day. These stated that the value of one plan was £8,457.34 and the other was £9,851.30. It also provided retirement benefit illustrations on Mr S's 65th birthday in 2028.

Phoenix said Mr S called it on 10 December 2024. It said the “Verbal Journey” was still not completed during this call, as Mr S was focused on other things, such as why his pension hadn't been in payment since 2023. Phoenix said its call handler confirmed that it still needed the Verbal Journey to be completed before it could proceed.

Phoenix said its call handler called Mr S back the same day to explain that as the retirement option packs had been sent to Mr S's IFA, it needed him to contact it. Mr S told Phoenix that he had called it, but that Phoenix hadn't returned his call. Phoenix logged a complaint.

Phoenix wrote to Mr S on 16 December 2024. It said that his annuity hadn't started yet as it hadn't received all its requirements. And that Mr S needed to call its Customer Care Team so that the Verbal Journey could be completed and it could send him current forms.

The letter incorrectly said that Mr S's IFA had failed to respond to its 16 August 2023 email. It also incorrectly said that Phoenix had called Mr S on 5 October 2023, when the correct date was 5 September 2023. Phoenix said that during that call, it'd left a voicemail for Mr S to get in touch so that he could complete stage 2 of the Verbal Journey. It said this was required as it hadn't received a covering letter from his IFA.

Phoenix also said it'd written to Mr S on 30 September 2023 to ask him to contact it, noting that this letter had also stated that it couldn't proceed until he rang it. This was also incorrect, as Phoenix had written to Mr S on 30 August 2023.

On 27 January 2025, Phoenix issued a further retirement benefit illustration to Mr S's IFA. This stated that his two pensions had a combined value of £18,561.56.

On 29 January 2025, Phoenix issued its final response to the complaint. It acknowledged that Mr S was unhappy that his annuity hadn't started yet, and that he wanted it to backdate it to April 2023. It also acknowledged that he wasn't happy with its attempts to contact him.

Phoenix said Mr S had chosen a joint life annuity. And that the document check section of the claim form had highlighted that it therefore required the original Birth Certificate and Marriage Certificate. It said it hadn't received these documents, so it couldn't proceed with the joint life annuity claim. Phoenix also said that it couldn't backdate any claim given how long Mr S had taken to tell it his annuity hadn't started.

Phoenix said there had been an administration error. It said that when Mr S's IFA had asked it for a retirement options pack for a joint life annuity on Mr S's behalf on 3 May 2023, it had then needed to assess if the IFA had provided advice. It said it'd taken longer than it should have to contact Mr S's IFA to ask it to confirm this. Phoenix also said that the letter it'd sent Mr S on 30 August 2023 hadn't explained that identification documents were required. It also said that it'd included incorrect dates in its 16 December 2024 letter. It corrected those dates. And apologised for any confusion the errors had caused. It also offered Mr S £50 for any trouble and upset caused.

Unhappy, Mr S brought his complaint to this service on 8 February 2025. He said that Phoenix hadn't ever explicitly asked him for his wife's birth certificate and their marriage certificate. He therefore thought it was unreasonable that Phoenix had failed to set up his annuity.

Mr S also said that Phoenix's attempts to contact him weren't sufficient and were vague. He said it'd never told him that his pension payments would be withheld until he provided additional documentation.

Phoenix told this service that the cheque it sent Mr S for its administration errors hadn't yet been cashed. It said it could've been clearer about what Mr S needed to provide before it could proceed with his annuity. But said that Mr S had failed to respond to its 30 August 2023 email; return its 5 September 2023 call; and hadn't called it to chase his claim for over a year. Phoenix said that it couldn't proceed with setting up his annuity until it'd heard back from Mr S with the remaining requirements.

Our investigator felt that the complaint should be upheld. He felt that Phoenix had said that it never received a response from Mr S's IFA to its 16 August 2023 email. But noted that the IFA had promptly replied, asking that any further requirements be communicated to Mr S directly. He felt Phoenix should then have clearly explained its requirements in writing to Mr S directly. And that it should've also arranged the required telephone appointment.

Our investigator noted that Phoenix's 30 August 2023 letter to Mr S stated that it couldn't settle his claim until he'd spoken to it. But he felt the contents of that letter were generic and lacked detail. He felt that letter should've stated what was still required. And that the precise requirements weren't clearly conveyed to Mr S until after his complaint. Overall, he felt Phoenix's communication failures had led to the delayed start to Mr S's annuity.

To put things right, our investigator felt that Phoenix should pay Mr S £300 compensation,

rather than the £50 it had offered. He also felt that Phoenix should also assess and compensate Mr S for any financial loss incurred due to the delays.

Phoenix didn't agree with our investigator. It agreed it'd received a timely reply from Mr S's IFA to its 16 August 2023 email. And that it had then taken appropriate action – writing to Mr S on 30 August 2023. It said Mr S had contacted it on 1 September 2023 following receipt of its email.

Phoenix felt it had tried to arrange the required telephone appointment, noting that when Mr S had called it on 1 September 2023, it'd told him he needed to speak to the Customer Care team about his chosen option as he hadn't completed the Verbal Journey. And that when that team hadn't been available, it'd arranged a call back on 5 September 2023. It said Mr S didn't answer that call or call it back after receiving its voicemail.

Mr S didn't agree with our investigator about the compensation required to put things right. He felt he'd be much worse off due to the delay. He quantified what he felt he'd lost, noting that the advice remained that he should take an annuity from his plans at the earliest opportunity. Mr S felt that Phoenix was preventing him from doing this.

Mr S said that as he regularly received phishing calls, he'd assumed that if Phoenix had genuinely called him and left him a voicemail on 5 September 2023, it would call him back. But it never had. He felt that Phoenix could've sent him a letter making it crystal clear what was still needed. As it hadn't, he felt it'd been delinquent in fulfilling its contract with him. He said he'd paid a financial expert to fill out the forms and Phoenix hadn't paid him his money.

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

I issued my provisional decision on 27 August 2025. It said:

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 intend to uphold the complaint as Mr S has yet to accept the compensation offered by Phoenix, and I'm persuaded that compensation is due for the administration errors it has made here. But I don't agree with our investigator that Phoenix failed to tell Mr S about the documentary requirements for his chosen joint life annuity until December 2024. And I don't agree that Phoenix should backdate the annuity to April 2023. I know this decision will disappoint Mr S. I'll explain my reasons for it.

I first considered whether Phoenix made it reasonably clear to Mr S in 2023 that it still needed information from him before it could proceed with his annuity request.

Did Phoenix make it reasonably clear to Mr S that it couldn't yet proceed with his annuity request?

Mr S felt that Phoenix could've sent him a letter specifying exactly what it needed. He also said that he'd assumed that if Phoenix had genuinely called him and left him a voicemail on 5 September 2023, it would call him back.

The evidence shows that Phoenix wrote to Mr S's IFA on 4 May 2023 with a pack about his pension benefits. I would've expected the IFA to have shared this pack with Mr S. The pack explained that if Mr S returned the option forms himself, Phoenix would need to speak to him before it could pay any claim. Mr S did return the option forms himself, when he sent them to Phoenix on 11 July 2023. Therefore I'm persuaded that it was clear as early as May 2023 that Mr S would need to speak to Phoenix before his chosen option could proceed.

The 4 May 2023 pack explained that if Mr S wanted to choose a Phoenix lifetime annuity, he would have to complete and return the enclosed forms and send them with the other documents requested, which were detailed in the document checklist. This checklist clearly explained that if Mr S chose a joint life annuity, Phoenix would need his wife's birth certificate and their original marriage certificate. As the checklist effectively formed part of the application form, and the completed application form shows that ticks were placed by the completed part of the checklist, I'm unsure why the relevant documents weren't initially sent.

Mr S told this service that his IFA had filled out the forms on his behalf. But it's not clear why that IFA didn't ask Mr S for, and then send on to Phoenix, the additional paperwork the forms clearly requested. Phoenix's 16 August 2023 email to Mr S's IFA was also completely clear that both of those documents remained outstanding. And that until it received them, it couldn't progress Mr S's claim.

I acknowledge that Mr S's IFA told Phoenix in its 18 August 2023 reply that it should contact Mr S directly for further requirements. But, given Mr S said that he'd paid his IFA to complete Phoenix's form for him, I would've expected it to have at least passed on this email to Mr S, given it appears it had failed to complete the form in full.

The evidence shows that Phoenix sent Mr S a relatively vague email about his retirement options on 30 August 2023. But I'm satisfied that the email was clear that until he'd called its Customer Contact Centre, it couldn't settle his claim. Mr S did call Phoenix on 1 September 2023, showing he understood the requirement. But unfortunately the team he needed to speak to wasn't available, so Phoenix arranged a call back on 5 September 2023.

Mr S didn't respond to the voicemail Phoenix left that day. He said he thought it would call him back. While I don't doubt Mr S's recollections of that message, I'm more persuaded by Phoenix's testimony that it left a message for Mr S to call it. And the evidence shows that he didn't do that until many months later.

Phoenix sent Mr S further retirement benefit illustrations on 5 September 2023. These also included the document checklist which explained that for a joint life annuity, both the spouse's birth certificate and the couple's marriage certificate would be needed before any claim could progress. Therefore, even if Mr S's IFA didn't pass on any of the information Phoenix sent through it about Mr S's options, I'm satisfied that Mr S had enough information by 5 September 2023 to understand the documents Phoenix needed and that he needed to talk to it before his claim could progress.

Regardless of Mr S's IFA's involvement in this process, which I'm not investigating here, I'm satisfied that Phoenix made it reasonably clear to Mr S that he needed to speak with it in both its 30 August 2023 email, which did prompt him to call Phoenix, and its 1 September 2023 call with him. I'm also satisfied that Phoenix did call Mr S back on 5 September 2023, as it said it would. And, although I take Mr S's point that he felt Phoenix would call him back again, I'm more persuaded that he should've understood from Phoenix's message that he needed to call it back before his claim could progress. As Mr S decided not to call Phoenix back for several months, I can't reasonably hold Phoenix responsible for his annuity not starting in 2023.

I agree with our investigator that Phoenix could've been clearer about the information that it still needed from Mr S when it wrote to him on 30 August 2023. I'm pleased to see that Phoenix itself has acknowledged this. I also agree that Phoenix could've better explained why it needed to speak to Mr S. However, I'm not persuaded that either of these points led to the delay.

I say this because I'm satisfied that Phoenix did make it reasonably clear to Mr S that it didn't

yet have everything it needed from him to process his claim. I'm also satisfied that it explained to him that he would need to speak to it to move things forward. But the evidence shows that despite receiving an email from Phoenix on 30 August 2023 which stated he would have to talk to it, and despite receiving a voicemail from Phoenix a few days after that, Mr S didn't call it back for several months.

I acknowledge that Mr S feels that he's worse off due to a delay caused by Phoenix. But I can't reasonably agree. From what I've seen, if Mr S provides Phoenix with the documentation it has asked him for, and completes the required verbal journey, it's my understanding that his annuity can be progressed. I can't see that Phoenix can do anything to make this happen sooner as the evidence shows the remaining actions are with Mr S, although I would expect Phoenix to expedite the verbal journey call for Mr S if he asks it to. I therefore can't reasonably require Phoenix to backdate Mr S's chosen annuity to April 2023.

I next considered whether the compensation Phoenix offered Mr S for its administration errors was reasonable. Mr S hasn't accepted Phoenix's offer.

Distress and inconvenience

Phoenix has acknowledged the following administration errors:

- It took longer than it should have to contact Mr S's IFA to ask it to confirm whether it'd advised him on his annuity option.*
- Its 30 August 2023 email to Mr S hadn't explained that identification documents were required.*
- It included incorrect dates in its 16 December 2024 letter, causing confusion.*
- It could've been clearer in its communication with Mr S about what it still needed from him in order to proceed.*

Phoenix has apologised for its errors and any confusion they caused. And offered Mr S £50 for the trouble and upset caused. Our investigator felt that £300 compensation was more suitable, although he also felt that Phoenix had caused a delay to the set up of the annuity.

Given the evidence shows that Mr S has yet to provide Phoenix with its stated requirements, I can't fairly say that the fact that Phoenix took longer than it should have to contact his IFA to ask it if it'd provided him with advice caused a delay to the set-up of the annuity. I'm also not persuaded that the fact that the 30 August 2023 email didn't specify exactly what was still needed caused a delay. I say this because that email did make it clear that Mr S needed to speak with Phoenix to progress his claim.

I can see that Phoenix made a number of mistakes in its 16 December 2024 letter. I consider that these would've led to confusion and further mistrust of Phoenix's capabilities.

Overall, although it's clear that Phoenix made a number of administrative errors, I'm satisfied that they led to a lack of clarity and some confusion, rather than delays. I'm therefore persuaded that the £50 Phoenix has offered Mr S in respect of those errors is reasonable under the circumstances.

I intend to uphold the complaint as Mr S has yet to accept the £50 Phoenix has offered. I intend to require it to pay Mr S the £50 it offered him. But I don't intend to require it to take any further steps to put things right.

Response to my provisional decision

Mr S was disappointed with my decision. He made the following points:

- Mr S said that Phoenix was dealing with his IFA, not him, for his annuity. He felt my provisional decision was based on the false assumption that he was personally dealing with his Phoenix annuity purchase. He felt that if there were any issues with his annuity purchase his IFA should've raised them with him.
- He didn't agree that Phoenix had made it reasonably clear to him that it couldn't yet proceed with his annuity request. He said his IFA hadn't sent him the 4 May 2023 pack. And that he'd only received part of the pack on 11 July 2023. He said this part didn't include any wording that he'd need to speak to Phoenix.
- He admitted that he hadn't noticed Phoenix's request for his wife's original birth certificate and their original marriage certificate on the document check list he'd received in July 2023. He said his IFA hadn't given him any instructions to provide additional documentation. And that was why he hadn't sent the documents.
- Mr S said he didn't receive a copy of Phoenix's 16 August 2023 email to his IFA or its response. As such, he said he remained completely unaware of the missing requirements. He said he didn't understand why his IFA had sent the email it had sent to Phoenix in August 2023. But he felt that once it'd received this, Phoenix should've done more to question his IFA's response.
- Mr S felt that Phoenix had failed on several occasions to communicate effectively. He felt it should've written to him about his IFA's email. And that it should've clearly written to his IFA and him to explain the additional information it needed. He also felt that Phoenix's 30 August 2023 letter was misleading. And that it should've written to him and his IFA after its failed attempt to call him. Mr S felt that Phoenix had failed to work effectively with his IFA to complete his annuity purchase. He said he'd paid his IFA for advice and to complete the paperwork. And that he'd issued clear instructions to Phoenix to deal with his IFA. He felt Phoenix had failed to communicate and to fix the issue.
- Mr S didn't agree that Phoenix had made it reasonably clear to him that he needed to speak with it in both its 30 August 2023 email and its 1 September 2023 call with him. He also said that Phoenix hadn't made an appointment for the call on 5 September 2023.
- Mr S said that the information pack sent on 5 September 2023 was the annual valuation and statement of options. He felt there'd been no indication in this letter that he needed to take immediate action. And felt that Phoenix was still dealing with his annuity purchase. He therefore didn't agree that he had enough information by 5 September 2023 to understand the documents Phoenix needed and that he needed to talk to it before his claim could progress.
- He said that it wasn't until he raised a complaint with Phoenix that he was told there was a problem. He felt the £50 compensation Phoenix had offered didn't cover the costs he'd incurred with his IFA, his lost income, or the costs he'd incurred in raising a formal complaint.

Phoenix agreed with my provisional decision.

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've considered Mr S's points, and will respond in the order that he made them:

- The evidence shows that Phoenix dealt with Mr S's IFA up to 16 August 2023. In its email of that date, Phoenix fully explained the further documentation it needed. Instead of passing this email on to Mr S, his IFA replied to Phoenix on 18 August 2023 to tell it that it hadn't advised him about his chosen option and to ask it to contact him directly for further requirements. Phoenix then emailed Mr S on 30 August 2023. I therefore can't reasonably agree with Mr S that Phoenix was dealing with his IFA, not him, over the whole process. I say this because the evidence shows that Phoenix moved to dealing directly with Mr S once his IFA had told it that it hadn't advised him and that it should deal with him directly. I therefore can't reasonably agree that Phoenix did anything wrong here.
- It's clear from Mr S's testimony that his IFA didn't pass on some of the information I would've expected it to have shared with him or spoken to him about. However, as I explained in my provisional decision, while Mr S could've known what was needed much earlier if the IFA had acted as I expected, he should've known by the time he received his 5 September 2023 retirement benefit illustrations. I therefore remain of the view that Phoenix did make it reasonably clear in September 2023 that Mr S couldn't yet proceed with his annuity purchase.
- Mr S said he didn't notice the additional documents the document check list he'd received in July 2023 had requested. But I can't fairly hold Phoenix responsible for that failure. I say this because I consider that the checklist was clear.
- Although I understand why Mr S has made these points, I can't fairly hold Phoenix responsible for his IFA failing to send him a copy of Phoenix's 16 August 2023 email, or its 18 August 2023 response. I say this because Mr S has been clear that his IFA was dealing with Phoenix at this point, rather than him. I also can't reasonably expect Phoenix to have done more to question his IFA's response, given it clearly explained the situation and Phoenix had no reason to disbelieve the response.
- I've carefully considered Mr S's points about what he considers to be Phoenix's communication failures. While I agree the issues here could've potentially been avoided if Phoenix had simply shared its 16 August 2023 email to Mr S's IFA with him, I explained in detail in my provisional decision why I was persuaded that Phoenix had done enough to ensure Mr S knew that he'd have to contact it before his annuity purchase could proceed. I have nothing further to add to that.
- I'm not persuaded that Phoenix's 30 August 2023 letter suggested it was trying to sell Mr S something else. While I agree that the letter did state: "*we are happy to proceed on the basis you have selected*". It also said that Mr S needed to call Phoenix's Customer Contact Centre. And that it couldn't settle the claim until he'd spoken to it. And while I know that Mr S disagrees with me, I explained in my provisional decision why I was persuaded that it was up to Mr S to call Phoenix back – not the other way around – after it left him a voicemail.
- I think Phoenix did make it reasonably clear to Mr S in its 30 August 2023 email that he needed to speak with it. I say this because he did call it after receiving this email. The evidence also shows that Phoenix explained that Mr S still needed to speak with

a specific team during the 1 September 2023 call. And while it's not clear whether or not an appointment was made for the call on 5 September 2023, I remain persuaded that a voicemail was left and that Phoenix made it clear that Mr S needed to call it back.

- As noted earlier, I'm satisfied that there was enough information in the 5 September 2023 pack for Mr S to have understood the documents Phoenix still needed and that he needed to talk to it before his claim could progress.
- Mr S said he was unhappy with the £50 Phoenix offered to pay him. To be clear, the £50 Phoenix offered was in respect of the distress and inconvenience caused by the administrative mistakes detailed in its final response letter. I can't fairly and reasonably ask Phoenix to further compensate Mr S in respect of his costs or any income he feels he's lost, as I'm not persuaded that Phoenix is responsible for that loss.

Having considered all of Mr S's points, I remain of the view I came to in my provisional decision.

Putting things right

Phoenix Life Limited must pay Mr S £50 compensation for the distress and inconvenience it caused him.

My final decision

For the reasons explained above, I uphold the complaint. Phoenix Life Limited must pay Mr S £50.

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

Jo Occleshaw
Ombudsman