

The complaint

X says Countrywide Assured Plc (Countrywide) failed to respond to enquiries about her personal pension which meant she couldn't switch her funds when she wanted to. She didn't get the information she needed about how moving her policy would impact on any bonuses and guarantees attached to it. She also raised concerns about the level of administration charges, a lack of transparency about how her funds were invested and the performance of her pension. She says this has caused her financial detriment, distress and inconvenience.

Later in her complaint journey X asked this Service to consider that because of a lack of engagement by Countrywide she'd been unable to make a contribution to her personal pension and so had missed out on tax relief. I will review this matter since it directly relates to a potential impact of the case she brought against the firm.

X has also raised the matter of a change she made to her selected retirement age. She says she'd already passed her plan retirement date when she contacted Countrywide sometime between April 2023 and March 2024. She says it informed her changing her retirement date would be inconsequential, so she altered it from 60 to 75. She's now worried about the information she was given.

X says this matter is intrinsically linked to the other complaint points she's raised because it's about policy transparency. I'm afraid I still disagree with her. She hasn't demonstrated that she's raised the matter with Countrywide. As I've explained, the firm hasn't had the opportunity to consider this complaint point. So, I'm not able to consider that matter in this decision. X will need to raise her concern with it in the first instance.

What happened

X opened her personal pension plan in 1990 and says she made contributions to it for around 13 years. Her provider has changed due to acquisition activity and Countrywide is the firm currently responsible for her policy.

X's pension plan is a Guardian Assured unitised With Profits Fund. These sorts of plans used to be the most common way of investing in a pension in the 1980s and 1990s. They were generally thought to be more cautious than an investment which was linked directly to the rise – or fall – in the value of shares. This was because the insurer took on some of the risk of providing the benefits to the consumer.

For policyholders who remained in these funds into the 2000s and 2010s, their experience will often have been of very low (even zero) annual bonus rates. That's because most insurers' annual bonuses dropped significantly shortly after the turn of the millennium. Many factors caused this including stock market declines in the early 2000's, increases in life expectancy insurers hadn't catered for and a consequential move of funds into more cautious investments such as bonds and gilts, which generated comparatively lower returns.

Insurers originally published a With-Profits Guide, which set out their approach to paying bonuses amongst other things. From 2004 the regulator has required all insurers to publish a Principles and Practices of Financial Management (PPFM) document. This was available on

each insurer's website, or to be provided to individual consumers on request. It explains the steps firms were taking to manage the returns and level of guarantees within their policies.

X notes that she'd only recently located a version of the PPFM online and that even now she is unsure if it applies to her policy. She says she hasn't had any information about her policy performance since she was 55 and that Countrywide had consistently refused to discuss her policy over the phone.

Turning to the basic chronology of events in this case, which isn't in dispute:

12/09/24 - X met with Pensionwise for basic advice about her personal pension. It said she should contact Countrywide seeking some information about her plan, including what guarantees, bonuses and exit fees were associated with it.

23/09/24 – X rang Countrywide to ask for the information about her pension. She was promised a written response within 10 working days. She says she was told that her policy didn't have a bonus.

8/10/24 – X followed-up her earlier call and she hadn't received any information. She had to chase again on 17/10/24, completing a form and raising a complaint. Again on 18/11/24 she had to contact Countrywide to see what was happening.

21/11/24 – Countrywide wrote to X acknowledging her complaint. It sent a further letter on 13/12/24 noting it hadn't yet been able to consider her case.

16/12/25 - X brought her complaint to this Service.

10/1/25 – Countrywide informed X it still hadn't finished looking into her complaint.

4/2/25 – Countrywide provided its final response to X. It said sorry about its poor communications. It said it had arranged for a letter to be sent to her providing details of her bonuses and the impact of any decision to switch her pension would have on these, any exit charges and to give her a breakdown of the administration fees. It told her it would consider any financial impact that its delays had caused her. And that if she could evidence any other financial detriment caused it would consider that. It also offered X £200 for the trouble and upset it had caused her.

6/3/25 – X raised a further complaint with Countrywide because its promised follow-up of information about her policy, the main reason for her initial complaint still hadn't been provided. In that complaint she said:

"I am extremely concerned that my complaint has still not been addressed. In addition to the ongoing issues, I am deeply worried about the handling of my pension, particularly its poor overall performance, high administration charges, lack of transparency regarding the investment funds linked to my pension, and the absence of clear exit information.

Furthermore, the timing and market value loss I incurred by not being able to transfer my pension to a flexi drawdown provider in November 2024 is another significant concern."

X sought further support and information from Pensionwise. She says it strongly advised her not to move her pension until Countrywide had provided her with information about the position on guarantees and bonuses. It also suggested she enquire about the linkage of these matters to her policy retirement age, as well as what choice she had available within her policy to select different funds. She made these points to this Service on 21/3/25 and raised the matter of the missed opportunity to make pension contributions.

X continued to liaise with this Service about developments but it appears we hadn't received a substantive response from Countrywide. On 3/5/25 she informed us that she'd received her annual statement and that contrary to what she'd been told in September 2024

the paperwork indicated she could lose any bonuses or guarantees if she switched her pension. Unsurprisingly she was confused and frustrated.

On 6/5/25 an Investigator considered X's complaint. He upheld it based on the limited information Countrywide had provided. He said the firm should pay her £500 for the distress and inconvenience it had caused. He said it should provide her with the information it had promised on 4/2/25. And that if she still wanted to move her pension it should assume she'd have done so on 23/9/24.

X responded in the following terms:

"I am writing to clarify several matters:

1. Complaint Acknowledgment and Response Delays: On 4 February 2025, CA acknowledged my complaint and offered £200 in compensation, stating they would respond within 10 working days. However, I did not receive any further communication. Subsequently, I submitted a second complaint on 6 March 2025, which also remains unanswered.

2. Policy Valuation Date for Transfer: You mentioned that CA should use the policy value as of September 2024 for the transfer to my chosen provider. I would like to clarify that my call to CA in September 2024 was solely to gather information. My intention was to sell my pension in November 2024, a plan I had communicated to Pension Wise, CA, (and yourself). Therefore, I believe the valuation should reflect the policy's value in November 2024 or its current value at the time of transfer, whichever is higher.

3. Missed Pension Contribution and Government Top-Up: I had planned to contribute £2,880 to my pension for the 2024–2025 tax year, anticipating a £720 government top-up (25% tax relief). Due to uncertainties in how my pension is being managed, I refrained from making this contribution, resulting in a financial loss. I believe this should be considered in any compensation assessment.

4. Lack of Fund Performance Guide: My annual statement references a guide to compare my pension fund's performance. However, aside from the fund's name, I have not received this guide or any detailed information about the fund's performance..."

As both parties couldn't agree to the Investigator's view, X's case has been passed to me to review afresh. I issued my provisional decision in August. X has responded with various detailed points, the main elements of which I will deal with in this final 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.

Where there's conflicting information about the events complained about and gaps in what we know, my role is to weigh the evidence we do have and to decide, on the balance of probabilities, what's most likely to have happened.

I've not provided a detailed response to all the points raised in this case. That's deliberate; ours is an informal service for resolving disputes between financial businesses and their customers. While I've taken into account all submissions, I've concentrated my findings on what I think is relevant and at the heart of this complaint.

I'm upholding X's complaint. I'll explain why.

I've considered the extensive regulation around the services like those performed by Countrywide for X. The FCA Handbook contains twelve Principles for businesses, which it says are fundamental obligations firms must adhere to (PRIN 2.1.1 R in the FCA Handbook). These include:

- Principle 2, which requires a firm to conduct its business with due skill, care and diligence.
- Principle 3, which requires a firm to take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems.
- Principle 6, which requires a firm to pay due regard to the interests of its customers and treat them fairly.
- Principle 7, which requires a firm to pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading.

So, the Principles are important and form part of the regulatory framework that existed at the relevant time. They must always be complied with by regulated firms. As such, I need to have regard to them in deciding X's complaint.

Firstly, some of X's complaint points relate to the management of her pension fund. I've already set out some context for her in relation to With Profits plans like the one she has. The regulator will be aware of the steps the insurer is taking to manage the fund under its supervision, and so this should provide a degree of assurance to her in that regard. I've not seen anything in respect of this case that makes me think specific action is required.

Secondly, in responding to my provisional decision X says that years ago a financial adviser informed her of the potential for a £720 government top-up if she were to contribute £2880 to her pension. She says she'd planned to make the payment in 2024-25 but withheld it because of the lack of information about her Countrywide pension and its performance.

I understand the argument X is making and I can see how not having all the information she wanted about her pension would've made deciding whether to make a contribution to it difficult. However, I'd observe that X has told us that she made contributions to her pension for around 13 years from 1990. I said there'd have to be more supporting evidence to show she had firm plans to start contributions again in 2024-25 given the long break there had been. I'm not persuaded by X's arguments here.

X also said:

"The suggestion I could have placed my funds in alternative arrangements is unclear. If this implies starting a new pension, it would not align with my retirement strategy. I had no intention of opening a separate scheme for such a small amount. My plan was to contribute after transferring the existing pension – it was a timing issue, not indecision."

I don't find this a telling argument from X. That's because she could've opened her preferred new pension vehicle with the contribution she says she'd wanted to make, and then that could've been followed by the switch of her Countrywide pension funds. As I said previously, I'd expect people to take action to mitigate any financial losses.

Turning to X's other complaint points about delays and poor handling of her affairs, there's broad agreement about what happened. And it's clear from Countrywide's own responses to X and this service it hasn't adhered to the Principles I've set out.

I note Countrywide's final response to X in February appeared to provide the basis for a settlement, given its undertaking to meet any financial detriment caused by its failings. Unfortunately, despite saying it would provide her with the information she needed to be able to take the decision about whether to switch her pension or not, it has failed to do so.

So, the focus of the remainder of my provisional decision is about how to put things right.

Putting things right

Countrywide Assured Plc's engagement in this process has been poor. It has failed to submit a proper case file and it still hasn't provided what I would consider to be basic details about X's pension policy. It must now engage in good faith and effectively with my directions.

X says her complaint shouldn't be closed until Countrywide Assured Plc completes the actions I've set out to put matters right. I understand her lack of confidence given her experience of the firm's service to date. However, I'd assure her that as a regulated firm Countrywide is bound by my decision if she accepts it. I'd note my provision to add additional interest to any redress due if the time it takes the firm to act is too long. And there are potential regulatory implications of non-compliance for Countrywide. For these reasons it is extremely unusual for firms not to act on our decisions and in good time.

I'm upholding X's complaint, so she needs to be returned to the position she'd have been in now, or as close to that as reasonably possible, had it not been for Countrywide Assured Plc's failings.

Arriving at fair redress isn't always straight-forward. X had several options, but due to a lack of information from Countrywide Assured Plc, she was stymied. Her options ranged from the status quo through to changing her provider and the funds she was invested in. In considering what she may have done I must avoid hindsight. I also must make certain assumptions on the balance of probabilities based on the information available.

I'm grateful to X for providing more information about her circumstances in September 2024. She was a self-employed researcher on a low income. She says she was intending to draw down from her Countrywide pension when she reached 61, this would've supplemented her civil service pension until she was 67. She says this would've maintained her income at around the tax-free threshold of £12,570.

X says she'd wanted to use a financial adviser, but that without full pension details from Countrywide, the providers she liaised with declined to proceed. Instead she researched matters for herself. She told me:

"To avoid further delays, I developed a clear pension plan and opted for a SIPP. This decision was informed by guidance from Pension Wise, Money helper Pensions and the Investment Pathway Options tool. It was not speculative, but a considered strategy shaped

by circumstances beyond my control.

X decided she wanted to switch her funds to an AJ Bell Self-invested Personal Pension. And her strategy from November 2024 was:

“Diversified ethical allocation focused on long-term capital preservation and moderate income, split across UK equities, multi-asset strategies, and bonds for growth, income, and spreading risk across asset classes and sectors...”

X listed the following investments she would’ve targeted (based on a Countrywide fund value of around £58,000):

£12,850 in cash or annuity (depending on rate) - Royal London Short Term Money Market Y Inc (FUND: B3P2RZ5) - £2,570 p.a. paid monthly over 5 years (initial plan, 6 years) for stable monthly income.

£45,150 Equity/Bond Allocation –equally (£7,525 each) among:

- Premier Miton Responsible UK Eq C acc (FUND: BTHH062)
- Rathbone Ethical bond Fund I Inc (FUND: B7FQJT3)
- Royal London Sustainable Leaders C Inc (FUND: B8HTH59)
- Schroder Sustainable Fut Mlt-Asst Z Inc (FUND: BZQIN90)
- Schroder Sustainable Bond Z GB Inc (FUND: B5WOIT8)
- Trojan Ethical X Inc (FUND: BKTW4S2)

X noted the portfolio aligned with her moderate risk profile, ethical values and income goals.

I’m persuaded by the thought and detail X has provided about what her intentions were from November 2024, and this strategy should form part of the calculations I’ll now require Countrywide Assured to undertake.

Finally, X disputed the date I said should be assumed as when her switch would’ve been effected from her Countrywide pension to her new provider, assuming she’d have made that decision based on provision of the full information about her existing policy. She said:

“I would not have transferred my pension on the arbitrary date of 8th November 2024 – the FTSE 100 fell to a three-month low on this date and did not rebound until 22nd November 2024 (up 1.4%). It is reasonable to assume I would have waited. Furthermore, CA’s failure to clarify the transfer method (cash or in-specie) and the nature of underlying investments prevented me from making an informed decision.”

Here I depart from X. I think she’s using the benefit of hindsight in terms of what was happening to markets during November 2024. I’m not persuaded she would’ve waited until 22 November 2024 because she couldn’t have known how deep any fall in values was going to be, nor when markets would’ve turned. I also note her observation about the FTSE 100 relates to an index of equities, she’s identified the specific funds she would’ve invested in and they may’ve performed better or worse than this over the same period. I’m not changing the assumed date for comparison in the calculation.

So, with all these things in mind, there are several sequential steps to take in arriving at what I think is a fair and reasonable outcome.

1. Countrywide Assured Plc must provide X with the information she needs to be able to take proper decisions. It must now give her the following information about her personal pension in a clear and simple format:

- Confirmation of what bonuses, guarantees and penalties apply to her policy. And the

impact on her funds of any decision she might take to switch her funds to another provider.

- Confirmation of whether she could make further contributions to her existing policy. And if she could what fees and charges might be applicable.
- Confirmation of whether and how X could've accessed her benefits through her existing Countrywide pension. And if not what her options were.
- Confirmation of how her funds are invested, including its assessment of the risk profile. And what flexibility her plan provides to move her funds between different investments and the charges that would apply for such transactions.
- Confirmation about whether her funds could've been switched in-specie or had to be moved as cash.
- Information about the performance of X's pension plan in time series for say, the past 5 years, including comparison with other appropriate benchmarks.
- Any further explanation of how X's pension plan works which are relevant to these matters given its particular history and any undertakings it made to the regulator which it must adhere to.
- A breakdown of the administration costs that apply to the pension plan.
- Confirmation of what information it has sent to X about her pension, in particular in the run up to her 60th birthday and thereafter.

2. It's possible that on receipt of full and clear information, X may take the view that she doesn't want to switch her pension after all e.g. if she were to lose bonuses or guarantees, or incur penalties and costs, which taken together would significantly erode her pot.

3. Alternatively, if there were no such penalties or she considered them minor, she has confirmed she'd have switched her pension in November 2024. I've no reason to doubt what she's told this Service about the timing of that decision, so for calculation purposes Countrywide Assured Plc should:

- Assume X's pension was switched on 8 November 2024.
- Perform a calculation to compare the actual value of X's existing pension fund as at the date of calculation, with the notional value of her fund had it been invested with her preferred alternative provider, in the funds she has detailed.
- If there is no loss i.e. her existing pension plan is worth more than the comparator there is no financial detriment. If there is a loss i.e. the notional comparator plan is worth more than her existing plan it will need to make good the difference.

4. If there is a loss Countrywide Assured Plc must:

- Pay the compensation within 28 days of the date on which we tell it X accepted my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.
- Pay into X's pension plan to increase its value by the amount of the compensation and any interest. Payment should allow for the effect of charges and any available tax relief.
- It shouldn't pay the compensation into her pension plan if it would conflict with any existing protection or allowance. If it is unable to pay the compensation into X's pension plan, it should pay that amount direct to her. But had it been possible to pay into the plan, it would've provided a taxable income. Therefore the compensation should be reduced to notionally allow for any income tax that would otherwise have been paid. This is an adjustment to ensure the compensation is a fair amount – it isn't a payment of tax to HMRC, so X won't be able to reclaim any of the reduction after compensation is paid.

- The notional allowance should be calculated using X's actual or expected marginal rate of tax at retirement. And make any adjustment for tax free cash allowance. X will need to supply Countrywide Assured Plc with evidence about her income if requested.

5. Countrywide Assured Plc must provide all these details to X in a clear, simple format.

Trouble and upset

When I'm considering a complaint like X's I think about whether it's fair to award compensation for distress and inconvenience. This isn't intended to fine or punish a business – which is the job of the regulator. But when something's gone wrong, recognition of the emotional and practical impact can make a real difference.

We're all inconvenienced at times in our day-to-day lives – and in our dealings with other people, businesses and organisations. When thinking about compensation, I need to decide that the impact of a firm's actions was greater than just a minor inconvenience or upset. It's clear to me that this was the case here.

Countrywide Assured Plc has accepted various failings in its handling of X's pension affairs. In total it has offered her £200 to put matters right. I agree with the Investigator that it should increase this award to £500 in recognition of the trouble and upset it has caused her. It can of course offset any sums it has already paid her in this regard.

My final decision

For the reasons I've set out, I'm upholding X's complaint and I require Countrywide Assured Plc to put matters right in the way I've directed.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 3 October 2025.

Kevin Williamson

Ombudsman