

The complaint

Mr P complains that Age Partnership Wealth Management Limited (Age Partnership) caused avoidable delays to his annuity purchase, leading to a financial loss. He also thinks it failed to sufficiently manage his application.

What happened

Mr P wanted to consolidate his six pension funds across four pension providers and then buy an annuity. In March 2024, he decided to ask Age Partnership to help him with his annuity application. Mr P said it told him the process could last between four and six weeks.

Mr P had his first call with Age Partnership on 8 March 2024. It carried out a fact find and completed a pension income report on 12 March 2024. This covered the annuity provider it would be best to buy the annuity from. I'll refer to this company as provider L. Mr P said he and Age Partnership agreed that he wouldn't proceed with his application until he'd completed a meeting with Pension Wise on 2 April 2024.

Age Partnership had further calls with Mr P on 14 March 2024 and 28 March 2024. It provided Mr P with an updated quote of £12,762 each year. Mr P told his pension income specialist that he'd found a better quote with the same provider. The pension income specialist then said he would contact provider L to determine whether he could get a higher rate.

On 3 April 2024, Age Partnership sent Mr P an email about his annuity quote. It said the information he'd provided about his smoking history had increased the annual income with provider L to £13,394.52. The annuity rate quoted was 7.14% before tax-free cash and 5.35% after it and was guaranteed until 18 May 2024.

Age Partnership said it spoke with Mr P about his chosen annuity to check his understanding and to answer any questions he might have. Mr P said he was happy to proceed with the quote. However, the application form only had space to provide information for three pension funds. So the pension income specialist told Mr P that he should include the other three pension funds on a separate piece of paper.

Mr P completed the annuity application form on 4 April 2024. He included three of his six pensions in the main application form and added additional pages to the end of the form for his other three.

Age Partnership received Mr P's completed form on 8 April 2024. It sent the documents to provider L on the same day by email. The following day, provider L contacted Age Partnership to say it couldn't request funds until it received the outstanding lump sum allowance form.

On 1 May 2024, Age Partnership requested an update from provider L. It said that provider L confirmed it hadn't processed the application and would escalate this.

On 15 May 2024, Mr P called Age Partnership as he hadn't heard from it since submitting his

application. As the pension income specialist he'd been working with had moved departments, a different pension income specialist contacted him the same day. Mr P said provider L had told him that the rate it'd offered had expired, leading to a reduction to his annual income. Age Partnership told Mr P that the rate wouldn't expire until 18 May 2024. It also carried out further research and subsequently provided an updated quote with a higher rate of £13,445.88, guaranteed until 29 June 2024.

Age Partnership separately contacted provider L the same day. It confirmed that it needed further documentation. Age Partnership then completed the lump sum allowance form on 15 May 2024. It then contacted Mr P to update him.

On 22 May 2024, Mr P asked Age Partnership for an update and timescale for his annuity. It said provider L had said there was a delay in emails being processed. But that it was due to request funds from the ceding providers within a few days. Age Partnership acknowledged Mr P's concerns about the rate expiring or funds reducing in value and said once provider L received the funds, it would conduct a loss assessment to ensure Mr P hadn't been financially disadvantaged by its delays.

Mr P emailed Age Partnership for an update on 29 May 2024, as one of his pensions appeared to have moved. It then tried to get more information from Mr P's ceding schemes the following day. It told Mr P that two of the schemes said they had yet to receive a transfer request. And the other two had received transfer requests on 23 and 24 May 2024.

On 30 May 2024, provider L told Age Partnership that Mr P's application form hadn't specified the funds from one of his providers. It also said it hadn't been able to find the ceding number for his funds with one of his other providers. Age Partnership replied the same day to say that the information relating to the first provider had been provided at the bottom of the application form. It sent provider L further copies of the additional pages. And confirmed it would contact the other provider to ask it if the funds needed to be requested differently.

Mr P then told Age Partnership that the funds from one of his other two providers had moved. He also expressed his disappointment at the slow progress of his application. Age Partnership acknowledged Mr P's frustration and provided an update.

Age Partnership then found out on 31 May 2024, after contacting one of Mr P's existing providers, that one of his pensions with it was part of a trust-based scheme which needed additional paperwork before the funds could be released. Both trustees would need to sign that additional documentation before the funds could be moved.

On 6 June 2024, Mr P complained to Age Partnership about the delays. He said he'd not heard from it until he'd called it six weeks into the process. He said the delays were causing him to lose income.

On 6 June 2024, Age Partnership contacted Mr P's pension fund providers to ask them about his transfer requests. It also received the transfer paperwork from the provider Mr P held the trust-based scheme with. It issued that to Mr P. And contacted him on 7 June 2024 to update him. Mr P then completed the form and returned it to Age Partnership on 10 June 2024. It sent the completed form to Mr P's existing provider on the same day.

Age Partnership chased all Mr P's providers over the following days. The provider that held Mr P's trust-based scheme confirmed receipt of Mr P's completed form on 21 June 2024. It then told Age Partnership on 26 June 2024 that the forms hadn't been signed by both trustees. It therefore needed to issue a transfer declaration form to Age Partnership. Mr P said he couldn't get the signature of the other trustee. So he decided to proceed with his

annuity purchase without that pension fund.

Age Partnership told Mr P that provider L should've received all his other funds. It said it would ask it to make Mr P's case a priority because of the delays. On 27 June 2024, Age Partnership told provider L that Mr P would proceed with only five of his six funds. Provider L said it would produce Confirmation of Income documentation and provide a final quote. It also said it would backdate the payments to when the funds had been received. And would complete a review of Mr P's case if the rate had dropped. Age Partnership updated Mr P about this.

On 8 and 12 July 2024, Age Partnership contacted provider L. Provider L said it needed to issue the Confirmation of Income for approval before it could complete its review and produce the final quote. Age Partnership updated Mr P.

Age Partnership contacted provider L again on 15 July 2024. Provider L told it that it expected the Confirmation of Income to be issued within a few days. Age Partnership contacted provider L again on 17 July 2024, when it said Mr P's case was still being processed.

Mr P emailed Age Partnership on 19 July 2024 to ask to speak with a senior manager. He felt his application wasn't being progressed. It replied the same day to confirm his concerns had been raised with a manager.

Age Partnership emailed Mr P on 23 July 2024 to let him know that provider L was having system issues which meant it wasn't able to provide a timescale of when his annuity would be completed. Mr P replied to express his disappointment about the further delays. Age Partnership then raised a complaint on Mr P's behalf with provider L.

On 29 July 2024, Mr P asked Age Partnership for an update. He wanted to know what the technical issue was. He said he'd just received his final pay from his employer and said he was worried that his annuity wouldn't start for some time, despite provider L having held his pension funds since 12 June 2024. He questioned what was causing the delay. And said he felt let down by Age Partnership. He wanted to know what it was doing to ensure his annuity started in August 2024. And said he wanted to discuss the delays with someone senior.

Age Partnership replied the same day with some information about the technical issue at provider L, which it said was affecting many customers. It said provider L had assured it that it was working to implement a fix, but it didn't know when this would happen. It said it could add Mr P to the ongoing complaint it'd logged with provider L about this.

Mr P felt that the technical issue was just another thing causing a delay, amongst others. He said this was unacceptable. And felt that he was losing around £280 each week. Mr P wanted to know who would compensate him for his losses and who would make sure he had an income for August. He asked Age Partnership to ensure that a senior manager was aware of the delays he was suffering.

On 2 August 2024, Mr P called provider L. It told him his annuity had been authorised that morning, which surprised him. The annuity was to be backdate to 11 June 2024, which was when the last fund transferred. Mr P said provider L told him Age Partnership should've explained this. But when he'd emailed Age Partnership about this, it wasn't aware.

Age Partnership emailed Mr P on 6 August 2024 to confirm it was still waiting for an update from provider L.

On 7 August 2024, Mr P received his 25% tax-free lump sum. And on 8 August 2024, he

received the first monthly annuity payment. This had been set up with an authorisation date of 12 June 2024, with the first payment due date of 12 July 2024 as the annuity was payable in arrears. He said he hadn't received any documentation about the annuity. He said the annuity was lower than he'd expected, so he'd contacted provider L. It told him it'd sent a final quote to Age Partnership on 12 July 2024 and a "Change of Income adjustment" letter on 17 July 2024.

On 8 August 2024, Mr P wrote to Age Partnership to add to his complaint. He said he'd called provider L about the rate it was paying him. And that it'd told him that it'd sent the final quote to Age Partnership on 12 July 2024 and the Change of Income adjustment on 17 July 2024. He said Age Partnership hadn't passed this information on to him. He said provider L had told him his final quote was based on an annuity rate of 5.17% (based on the full fund value), so provider L saw the adjustment as an increase. Mr P said he didn't see this as an increase, as the 3 April 2024 quote was based on an annuity rate of 5.35%. Mr P said he didn't agree with the rate reduction. He also said he wouldn't have agreed to it if he'd been made aware of it in July 2024.

Mr P also said that he'd decided not to try to include his sixth pension in his original annuity purchase because nine weeks had already passed before anything had happened. And because the process of moving that pension was going to be difficult due to the requirement for wet signatures. He felt he would've been able to include his sixth pension in his original annuity quote if the transfer process had started sooner.

Age Partnership spoke to Mr P the same day. He asked it to ask provider L to increase the rate to cover the shortfall. It said it hadn't received the Confirmation of Income or final quote documentation. But noted that the rate would drop due to the sixth pension fund being excluded. Age Partnership said it would let provider L know that Mr P wanted his complaint to include the reduction of the rate as well as the delays experienced.

Provider L issued its final response to Mr P's complaint on 30 August 2024. Age Partnership forwarded this response to Mr P on 2 September 2024. Provider L agreed it had caused several processing delays. And apologised for the poor service and the frustration this had caused. It offered Mr P £400 compensation for that frustration. And calculated that it also owed Mr P for missed income, a late first payment and the late payment of his tax-free cash. Altogether, provider L said it owed Mr P a total of £1,028.63 after tax for the compensation and the late/missed payments. It paid this directly into his bank account on 4 September 2024.

Mr P wasn't happy with this response. He still wanted Age Partnership to consider the complaint he'd made on 8 August 2024.

Provider L replied to Mr P's follow up. It said the April quote had become irrelevant when it'd had to re-quote for the updated medical information Mr P had provided. It said it'd also only received five funds instead of the six it'd originally quoted for. It said that Mr P's pension income specialist would've been aware of the final basis and agreed to the revised figures on his behalf. It also said that it hadn't reviewed Mr P's case as the rate had increased.

On 4 September 2024, provider L sent five letters to Age Partnership with the Confirmation of Income paperwork for each of Mr P's five pension funds. It said the start date for the annuity was 12 June 2024 as the policy was already in force.

On 18 September 2024, Mr P wrote to Age Partnership to say he held it partially responsible for the delays. He felt it hadn't monitored or managed his application as promised. And he felt it'd failed to notify him of the important emails from provider L confirming the annuity rate in July 2024. He felt this had denied him the chance to object or decline the reduced offer.

On 12 November 2024, Age Partnership issued its final response to the complaint. It acknowledged that it'd provided an estimated timeframe. But said it would never guarantee a date for the annuity to be completed. It said it relied on the efficiency of the ceding and receiving schemes and had little influence on the progress of the application. It acknowledged that Mr P's initial pension income specialist had told him that the administration team would contact him on a weekly basis to provide an update. But said that its administration team typically only provided updates on a fortnightly basis. It apologised for the confusion this error may have caused. And for not having contacted Mr P over the period up to his call to it on 15 May 2024.

Age Partnership felt provider L shouldn't have missed the three pension funds Mr P had included on additional pages at the end of his application form. It said he'd followed the process provider L had stipulated in the event of having more than three pension funds.

Age Partnership didn't think it was responsible for the fact that Mr P had decided to exclude his trust-based scheme from his original annuity purchase. It said his provider hadn't made it aware until 31 May 2024 that the fund was part of a trust-based scheme which needed additional paperwork before the funds could be moved. It said the provider hadn't confirmed receipt of the completed forms until 21 June 2024, despite them being submitted to it on 10 June 2024. And that the provider had taken until 26 June 2024 to state that the forms needed to be signed by both trustees.

Age Partnership said that provider L had taken over six weeks to request the funds from two of Mr P's providers. And that it'd taken further time to request another transfer as it'd missed the additional information Mr P had provided. It felt the evidence showed that it'd regularly liaised with all the providers to progress the application as quickly as possible.

Age Partnership acknowledged that Mr P had asked to speak to a manager on 29 July 2024. It apologised for not facilitating that request.

Age Partnership said that it'd checked with other colleagues to establish whether provider L had issued the paperwork it said it'd sent on 17 July 2024. But it felt that the evidence showed that provider L had only issued the Confirmation of Income paperwork on 4 September 2024, after Mr P had received his tax-free cash and his first annuity payment on 8 August 2024. It said once the policy had been set up provider L couldn't make any changes.

In summary, Age Partnership felt provider L had delayed processing Mr P's application form and issuing the transfer requests. It also felt delays had been caused as provider L had missed the three additional pension funds Mr P had included on his application form. And when it'd experienced a technical issue which had led to it being unable to provide a timescale for the completion of Mr P's annuity. It said provider L had failed to provide it with the Confirmation of Income documentation before setting up Mr P's annuity. As such, it hadn't asked for its approval to proceed.

Age Partnership also felt that the provider with whom Mr P held a trust based scheme had caused delays when it had failed to make either it or provider L aware that one of Mr P's funds was in a trustee scheme and would require additional paperwork before the funds could be moved.

Age Partnership offered Mr P £200 compensation to apologise for the initial lack of communication following the submission of his application. Mr P didn't accept this.

On 22 November 2024, Mr P wrote to provider L to ask it about the emails it said it'd sent Age Partnership about the changes to his annuity on 12 and 17 July 2024. Mr P asked

provider L to confirm it'd sent the emails it said it'd sent to Age Partnership and to send him a copy of those emails.

Provider L said it couldn't provide copies of the emails it'd sent to Age Partnership on 18 and 24 July 2024 containing the Forms of Acceptance. But it provided the email address it'd used and said it hadn't received any bounce back notifications.

Unhappy, Mr P brought his complaint to this service. He felt the delays had caused him financial loss. He also said he'd not been told about changes to his annuity in July 2024.

Our investigator asked Age Partnership to explain why the lump sum allowance form hadn't been completed and issued to provider L alongside the original application on 8 April 2024.

Age Partnership said that it seemed that the member of staff who submitted the application on 8 April 2024 hadn't been aware that the lump sum allowance form was needed.

Our investigator also asked Age Partnership to confirm when the lump sum allowance form was completed and sent to provider L so it could request the funds.

Age Partnership said it'd uploaded a signed copy of the lump sum allowance form dated 15 May 2024 on that date. It said it then sent the completed form to provider L by email the same day.

Age Partnership said that provider L sent it an email on 9 April 2024 to tell it that it needed the lump sum form. And that the email explained that provider L couldn't request the transfer of funds before it received the completed form. It said a blank copy of the required form had been attached to that email. While Age Partnership couldn't explain why the form hadn't been completed and returned at that time, it said that its notes suggested that as of 1 May 2024, provider L had yet to upload the application to its systems, despite this being outside of its eight-working day service level agreement to do so following submission. It therefore felt that even if it had sent the forms when it should, provider L wouldn't have been in a position to process the lump sum application form.

Our investigator felt that the complaint should be upheld. She felt that Age Partnership had caused delays as it had failed to provide the lump sum forms to provider L along with the original application on 8 April 2024. She said provider L had made Age Partnership aware of this requirement the day after it'd received the annuity application. She also felt that provider L had been clear that it couldn't request funds until the lump sum form was returned. But Age Partnership hadn't returned the lump sum form until 15 May 2024.

Our investigator said she'd asked Age Partnership to explain why it hadn't provided the lump sum form sooner, but it hadn't been able to explain. She felt it would've been reasonable for Age Partnership to have completed and returned the lump sum form to provider L within three working days. She noted that Age Partnership had told this service that a blank copy of the form had been sent to provider L on 11 April 2024. She therefore felt provider L could've received the lump sum form by 12 April 2024.

Our investigator felt that a loss calculation should be carried out to ensure Mr P was not at a loss as a result of the actions of both Age Partnership and provider L. She felt Age Partnership had caused delays in returning the lump sum allowance form. She felt that Age Partnership and provider L should each pay 50% of any loss identified. She also felt that Age Partnership should increase the compensation it'd offered Mr P from £200 to £300 to more fairly reflect the distress and inconvenience that Mr P suffered.

Mr P said he hadn't been able to back out of the annuity application within the 30-day

cooling off period. He said he'd been under a huge amount of stress and uncertainty at the time, with the worry of not having any sort of income following receipt of his last pay cheque. He said the uncertainty was causing him sleepless nights and worry during the days.

Mr P said that both Age Partnership and provider L had been unable to complete the purchase of his annuity in good time. He said this led to him having no certainty about his future financial security. He said it had been such a relief to receive the first annuity payment and the 25% lump sum in August 2024, after weeks of uncertainty. And that he'd then fully expected that provider L would reinstate the original annuity rate. He said it was unclear exactly when his 30-day cooling off period would've ended, but it was around the time he'd been waiting for a response to his complaint. He said his fear at the time was of being put into an even more uncertain financial situation where his annuity payments would just stop. And that he'd then have to go through the whole arduous process again. He said it was for these reasons that he couldn't seriously consider cancelling his annuity application.

Age Partnership asked our investigator for clarity about the suggested redress method. It wanted to reduce the overall lump sum payable to Mr P to account for inflation, as it felt that not doing so would put him in a better position than he would've been in had the delays not occurred. Our investigator said she couldn't agree to this request as it wasn't in line with the redress approach set out by this service.

Age Partnership said it'd previously agreed with this service that alternative approaches could be made so that the customer received a fair outcome. It referenced another complaint this service had already considered. And asked that we reconsider this point.

As agreement couldn't be reached, the complaint came to me for a review. I asked Age Partnership if the email address provider L said it used for the final quote and the Change of Income adjustment it said it sent to you in July 2024 was correct. It confirmed that the specified email address was a valid email address. But said it couldn't find any evidence that it'd received the emails provider L said it had sent.

I issued my provisional decision on 3 September 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, while I intend to uphold the complaint, I don't agree with our investigator on some points. I agree that Age Partnership is responsible for a delay at the start of the process when it didn't send the outstanding lump sum allowance form to provider L in a timely manner. But I don't agree with our investigator's recommended loss calculation. I'll explain the reasons for my decision.

I first considered whether the evidence shows that Age Partnership received, but failed to act on, the emails provider L said it sent to it on 12 and 17 July 2024 about Mr P's final annuity quote.

Did provider L send Age Partnership the Final annuity quote and Confirmation of Income adjustment it said it sent in July 2024?

Mr P feels that Age Partnership was negligent in its handling of important emails that were critical to his annuity. He said provider L had told him it'd sent two important emails about his final annuity to Age Partnership on 12 and 17 July 2024. But Age Partnership failed to action either of them. Mr P said this had led to him being unable to respond to the changes at the time.

Mr P also said that Age Partnership had told him it hadn't received either of these emails. And that they could've been sent to another member of staff with a similar name, who was on holiday at that time, so had no access to her emails. Mr P felt that although it would've been provider L's error if it'd emailed the wrong person at Age Partnership, it shouldn't have been possible for critical emails to disappear for weeks. He said he still hadn't seen the emails.

Although Age Partnership has confirmed that the email address provider L said it used for the emails it sent in July 2024 was correct, it hasn't been able to find any evidence that it received those emails. It said it didn't receive the Confirmation of Income letters until September 2024.

Provider L has also been unable to send copies of those emails to either this service or Mr P, although it has provided a system screenshot of the letters being issued on 18 and 24 July 2024, but not to whom. So I've gone on to consider the evidence I do have to help me decide whether, on balance of probabilities, I'm satisfied that provider L did send the emails it said it sent to Age Partnership in July 2024.

Provider L told this service that it'd sent these emails to Age Partnership on 18 and 24 July 2024. So, although I acknowledge that Mr P said it told him it'd sent them on 12 and 17 July 2024, I'm persuaded it tried to send them on 18 and 24 July 2024.

The evidence shows that on a call on 17 July 2024, provider L told Age Partnership that Mr P's case was still being processed. It also shows that on 23 July 2023, Age Partnership told Mr P that provider L's system issues meant it couldn't provide a timescale of when his annuity would be completed.

I can also see that provider L sent Age Partnership Confirmation of Income paperwork for each of Mr P's five pension funds on 4 September 2024.

Having carefully considered the evidence, I'm persuaded that it's more likely than not that provider L didn't successfully send the Confirmation of Income or the final quote letters to Age Partnership in July 2024. I say this because provider L hasn't been able to provide copies of those letters. And because the evidence shows that it effectively told Age Partnership that it wasn't ready to send those letters on a date after the date it'd said it'd already sent one of them. I'm also persuaded that the 4 September 2024 Confirmation of Income letters were the first letters Age Partnership could've received from provider L.

Overall, I'm not persuaded that Age Partnership failed to act on the emails provider L sent it in July 2024, as I'm not persuaded that provider L did in fact successfully send them at that time. I therefore can't reasonably hold Age Partnership responsible for any loss Mr P may have suffered due to not finding out about his final annuity quote until after it had started to be paid.

I next considered if Age Partnership caused any avoidable delays to the annuity process.

Did Age Partnership cause any avoidable delays?

Provider L said that it'd had to wait for Age Partnership to provide the lump sum allowance form before it could request the funds. It also acknowledged that once it'd received that, it hadn't requested all the funds. And there'd also been an authorisation delay. But it said that it wasn't responsible for all of the delays.

Age Partnership hasn't been able to explain why it didn't send the lump sum allowance form alongside the original application on 8 April 2024. It has also acknowledged that provider L

told it on 9 April 2024 that it needed that form, and that it couldn't request the transfer of funds before it received it. But despite provider L attaching a blank copy of the required form to its email, Age Partnership couldn't explain why it hadn't completed and returned it at that time. Instead, it didn't complete and return the lump sum allowance form to provider L until 15 May 2024

I agree with our investigator that Age Partnership caused avoidable delays here. Instead of completing the form that provider L had explained it needed as quickly as possible, it took from 9 April 2024, when it received the blank form, to 15 May 2024 to return the completed form. I agree with our investigator that it would've been reasonable for Age Partnership to have completed and returned the lump sum form to provider L within three working days, so by 12 April 2024.

I acknowledge that Age Partnership feels it didn't cause a delay to the process because as of 1 May 2024, provider L hadn't yet uploaded the application to its systems. But I can't reasonably agree that the fact that Age Partnership took five weeks longer than it should've to return a vital form didn't cause an avoidable delay to the whole process.

I've also considered Mr P's point that Age Partnership caused a delay as it hadn't adequately advised provider L that there was an extension sheet attached to his application form. But I can't reasonably agree that it was Age Partnership's responsibility to point out to provider L that additional pages had been attached to Mr P's application form. I say this because I can see that Age Partnership ensured that Mr P followed the process provider L had stipulated in such a case.

I've gone on to consider what should've happened but for the delays caused by Age Partnership. I've used the same timings for each stage as those used for the loss calculation provider L has already carried out, as I've carefully reviewed that timeline and agree with it.

8 April 2024 – lump sum allowance form received.

12 April 2024 – provider L receives completed lump sum allowance form.

16 April 2024 (two working days later) – provider L requests all funds.

3 May 2024 (13 working days later) – provider L receives all funds.

14 May 2024 (six working days later) – annuity authorised.

20 May 2024 (10 working days after provider L received all funds) – payment.

I'm satisfied that provider L has provided Mr P with the correct redress to ensure that he hasn't lost out because of its errors and delays. This redress effectively allowed for his annuity to first be paid on 5 July 2024 and for his tax-free cash to have effectively been paid on 19 June 2024.

I therefore intend to require Age Partnership to take steps to ensure that Mr P hasn't lost out because of its own errors and delays. This will require it to establish what the annuity would've been if provider L had received all his funds on 3 May 2024 and the annuity had started on 20 May 2024. If the annuity would've been higher than the one actually in payment, Age Partnership will need to establish the future loss. If it would've been lower, this step will not be required.

I additionally intend to require Age Partnership to compensate Mr P for missed annuity payments between 20 May 2024 and 5 June 2024. And to pay Mr P interest at the rate of

8% simple for the period he was left without his tax-free cash, his first annuity payment, and the missed annuity payments because of its delays.

I consider that but for Age Partnership's delays, Mr P should've received his tax-free cash payment on 20 May 2024. Provider L has already compensated Mr P to the point where he effectively received his tax-free cash payment on 19 June 2024, and to the point where he effectively received his first annuity payment on 5 July 2024. Therefore Age Partnership should calculate the interest for the period between 20 May 2024 and 18 June 2024 on Mr P's tax-free cash. And for the period between 20 May 2024 and 4 July 2024 for the delayed annuity payment.

I don't intend to require Age Partnership to consider whether the funds transferred would've had a different value but for the delays it caused. I say this because I'm not persuaded that the situation here warrants going back to all four providers to ask them what each of the fund values would've been if they'd been requested on slightly different dates. I'm not persuaded that the fund values would've changed materially if at all and I would expect it to be moderately difficult, if not impossible, to obtain the theoretically correct values.

In summary, and given that provider L has already paid Mr P redress for its own errors, I believe the following approach will ensure that Mr P is put back into the position he should've been in had neither business caused a delay:

- Provider L has compensated Mr P for the delays it caused at the end of the process. I'm satisfied that it has assessed that Mr P would've received the same, or lower, annuity rate but for its delays. And that its compensation has effectively put Mr P into the position where his annuity was first paid on 5 July 2024 and his tax-free cash was effectively paid on 19 June 2024.
- I intend to require Age Partnership to compensate Mr P for the delays it caused at the start of the process. It must work with provider L to assess what annuity rate Mr P would've received but for its delays, based on provider L having received all the funds on 3 May 2024 and the annuity starting on 20 May 2024. If this annuity rate is lower than that Mr P is already receiving, there is no future loss. But if it is higher, Age Partnership will need to compensate Mr P for that. Age Partnership will also need to compensate Mr P for his missed annuity payment for the period between 3 May 2024 and 20 May 2024. And it will need to pay him simple interest in respect of the delayed receipt of his tax-free cash and annuity payments, as I described earlier.

I next considered Mr P's point that if his transfer request had been passed to the provider with whom he held a trust-based scheme in the first week of the process, rather than the seventh or eighth week, he could've included the funds from that scheme in his original annuity purchase. He said he'd had to make the difficult decision to remove that fund from the process or face weeks of further delays.

Did Age Partnership's actions or failures to act cause Mr P's trust-based scheme transfer to be delayed?

Age Partnership said it wasn't responsible for Mr P's decision to exclude his trust-based scheme from his original annuity purchase. It felt his provider had failed to make it aware about that until 31 May 2024. And that the same provider had confirmed receipt of the completed forms later than it should have. It said it was only on 26 June 2024 that the provider had explained that the forms needed to be signed by both trustees.

Having carefully considered the testimony and the documentary evidence, I'm not persuaded that Age Partnership can fairly be held responsible for Mr P's decision to use only five of his

six pension funds for his original annuity purchase. I say this because I'm satisfied that Age Partnership took reasonable steps after 15 May 2024 to ensure Mr P's annuity purchase proceeded smoothly.

I next considered whether Mr P could reasonably have cancelled the annuity that had been set up for him, given his dissatisfaction with the annuity rate he received.

Could Mr P have reasonably cancelled his annuity in August 2024?

Mr P felt he hadn't been able to back out of the annuity application within the cooling off period. He said he didn't know exactly when that period would've ended, but felt it was around the time he'd been waiting for a response to his complaint. Mr P said he was afraid that if he'd tried to cancel the annuity, he'd be in an even more uncertain financial situation where his annuity payments would just stop. So he couldn't seriously consider cancelling his annuity application.

Given Mr P's financial circumstances at the time of the annuity purchase, and the lack of clarity about when his cooling off period ended, I agree with Mr P that he couldn't reasonably have been expected to cancel his annuity in August 2024.

I next considered whether the £200 compensation Age Partnership offered Mr P was reasonable.

Distress and inconvenience

Mr P said he'd been under a huge amount of stress and uncertainty, which was causing him sleepless nights and worry during the days. And that the delays had caused him concern about his future financial security.

Age Partnership offered Mr P £200 compensation and an apology for its initial lack of communication. He rejected this offer.

I can see that there have been service issues that have caused Mr P distress and inconvenience, as follows:

- Age Partnership didn't sign and date his application form.
- It didn't communicate with him as it should up to 15 May 2024.
- Age Partnership caused a delay in completing and returning the lump sum allowance form.
- Mr P told Age Partnership on 29 July 2024 that he felt it'd let him down. He said he wanted to discuss the delays with someone senior. But Age Partnership didn't follow this up.

Our investigator felt that total compensation of £300 would be more appropriate, given the service issues. I agree that this amount better reflects the impact of the avoidable delays and the other service failings noted.

I have considered Age Partnership's point about the suggested redress method. While my recommended redress is somewhat different from that of our investigator's, it retains the element Age Partnership asked our investigator to reconsider if there is a future loss. While I acknowledge that Age Partnership would like me to reduce the overall lump sum payable to Mr P in this event to account for inflation, I can't fairly agree to this request. I say this

because I'm satisfied that our proposed calculation method effectively already takes this into account, as it considers the type of annuity in payment. I also say this because the other complaint Age Partnership referenced isn't based on an annuity, so is fundamentally different.

I intend to uphold the complaint. I intend to require Age Partnership to carry out the loss calculation noted earlier and to increase its compensation for distress and inconvenience to £300.

Response to my provisional decision

Mr P agreed with my provisional decision.

Age Partnership said it still felt that paying the amount proposed upfront would put Mr P in a more favourable position. It also said that I'd made multiple references to an adviser, whereas the service it provided was non-advised. It said that Mr P had dealt with one of its pension income specialists, not one of its advisers. I've therefore corrected the rest of the text in this decision to ensure that I've used the correct term.

Age Partnership provided detailed calculations for the redress I'd proposed. However, these calculations were based on Mr P having received an annuity rate of 7.14% if it hadn't caused any delays, which I don't believe would've been the case. I say this because Mr P was never entitled to that rate as his medical information wasn't complete for that quote. As such, it wasn't clear from the information provided what rate Mr P would've achieved but for Age Partnership's delays. It would therefore have to work with provider L to determine that rate.

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 Age Partnership's points. I have nothing further to add to what I said in my provisional decision about the method this service proposes for the financial compensation.

In my provisional decision, I explained that I intended to require Age Partnership to *"work with provider L to assess what annuity rate Mr P would've received but for its delays, based on provider L having received all the funds on 3 May 2024 and the annuity starting on 20 May 2024."*

While I'm pleased to see that Age Partnership has carried out some calculations, I'm not satisfied that these are correct as they are based on an annuity rate which Mr P couldn't have achieved, given his medical information for the quote wasn't correct. This was the reason that I said Age Partnership would have to work with provider L to assess the correct annuity rate to use for the calculation.

As such, Age Partnership must run its calculations again based on the actual rate Mr P could've achieved if provider L had received all the funds on 3 May 2024 and the annuity had started on 20 May 2024.

I remain of the view I set out in my provisional decision. And I uphold the complaint.

Putting things right

When considering fair compensation, our aim is to put a consumer back into the same position they would likely have been in, or as close to that as possible, had the error not

occurred.

But for Age Partnership's delays, I'm persuaded that provider L would've received the five funds by 3 May 2024 and the annuity would've then started on 20 May 2024.

Once it has calculated the annuity income Mr P should've been receiving and the amount of TFC he would've received, but for its delays, Age Partnership must use that when considering past losses, as follows:

- A) The accumulated total of all the net payments, including TFC, which Mr P should have received from the annuity to the date of my final decision, with interest added to each payment at 8% per year simple from the date it was due to the date of my final decision.
- B) The accumulated total of all the net payments, including TFC, which Mr P actually received from his annuity to the date of my final decision, with interest added to each payment at 8% per year simple from the date it was due to the date of my final decision.
- C) If A) – B) shows a past loss has been incurred, compensation should be paid directly as a lump sum after making a notional reduction to allow for income tax that would otherwise have been paid on taxable income and interest payments at Mr P's likely rate of income tax, presumed to be 20%.

In respect of the future loss that may be incurred Age Partnership must consider:

- D) The notional gross pension per year which Mr P should've been receiving from the date of my final decision onwards.
- E) The actual gross pension per year Mr P will receive from the date of my final decision onwards.
- F) Future Gross Loss per year = D) – E). If the answer is negative, there's a future gain and no redress is payable.
- G) Age Partnership must then work out what it would cost to replace any lost income in F) by buying an annuity on the open market with these features. It will need to refer to published annuity rate tables and get a quote from a competitive provider.
- H) The purchase price of the annuity found in G) is Mr P's gross future loss. This should be paid directly to him as a lump sum after making a notional reduction to allow for income tax that would otherwise have been paid at his likely rate on the income in F) – presumed to be 20%.

I think it's fair and reasonable to offset any past losses and future gains or vice versa. That may mean that there is no overall loss or that a residual loss is payable however offsetting can only be done after tax adjustments have been made as outlined above.

If payment of compensation is not made within 28 days of Age Partnership receiving Mr P's acceptance of my final decision, interest must be added to the compensation at the rate of 8% per year simple from the date of my final decision to the date of payment.

Income tax may be payable on any interest paid. If Age Partnership deducts income tax from the interest, it should tell Mr P how much has been taken off. Age Partnership should give Mr P a tax deduction certificate in respect of interest if he asks for one, so he can reclaim the

tax on interest from HMRC if appropriate.

Age Partnership Wealth Management Limited must also pay Mr P £300 compensation for the distress and inconvenience caused.

My final decision

For the reasons explained above, I uphold the complaint. Age Partnership Wealth Management Limited must take the steps detailed in the “Putting things right” section above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 14 October 2025.

Jo Occleshaw
Ombudsman