

## The complaint

Mr R complains about the poor service he says he's received from Aviva Life & Pensions UK Limited (Aviva) while he's been trying to access his pension plan benefits. He says Aviva didn't provide the transfer discharge forms he requested within a timely manner, didn't provide him with the help and support he requested during telephone calls – which often led to him being passed to various departments and sometimes being cut off from calls, as well as not putting him in touch with the person he had asked for who was dealing with his queries at that particular time.

Mr R says that during this time he has made around 12 separate complaints to Aviva but still wasn't able to conclude the transfer/drawing of his pension benefits.

## What happened

Mr R holds deferred annuity plans with Aviva which were set up using the proceeds from previous employer's pension schemes. These were taken out with a different provider which was then taken over by Aviva. The plans contain a Guaranteed Minimum Pension (GMP) which provides Mr R with an annuity on his retirement date. He would also be able to draw tax-free cash (TFC) from the plans (if available) or transfer the proceeds to a different provider if the cost of the GMP was covered by the fund values.

Mr R says that he began the process of trying to access or transfer the benefits of his plans to another provider towards the end of 2023, but during the following 12 months he didn't receive any of the relevant paperwork he needed despite many requests. He said he has called Aviva on numerous occasions to ask for the forms and make complaints about the service he's been given.

Aviva says it provided a retirement option pack (ROP) to Mr R in May 2024 and then issued forms for him to defer his retirement dates as requested in September 2024. It says Mr R did then suggest that he would like to draw the benefits from his plan as a cash lump sum but it advised this wasn't possible under the terms of such plans. It says Mr R then decided to transfer his benefits to another provider in early November 2024 and it subsequently issued the forms in January 2025. But since then, Mr R hasn't returned those forms and has contacted it a number of times in March 2025 during which he talked about taking an annuity and using the "valuable" GMP that was available. It said it didn't receive any formal requests to either transfer or set up an annuity around that time, although it has now told us that Mr R did in fact subsequently take out an annuity.

During this time Mr R made a number of complaints about Aviva's service and also that he hadn't received the appropriate transfer discharge forms – so he brought his complaint to us. One of our investigators looked into the matter. She thought the complaint should be upheld making the following points in support of her assessment:

- She noted that Aviva said it hadn't had the opportunity to investigate Mr R's complaint about the delay in issuing the transfer discharge forms. But she thought we

had notified Aviva about this aspect of his complaint within our initial confirmation letter – so she thought we could consider the issue of the delayed transfer discharge forms as well.

- She thought Aviva had dealt with Mr R's first request to defer his retirement date in a timely manner but noted that when he returned the correct forms to enable this he had decided to "*take his pension benefits*" instead.
- She noted Aviva would need Mr R to undertake a "risk warning" meeting by telephone to ensure he understood the full implications of encashing his entire pension as an Uncrystallised Funds Pension Lump Sum (UFPLS). But this option wasn't available to Mr R under the terms of his pension so he raised a complaint about that matter although he didn't suggest which alternative course of action he might want to take – so the risk warning call was cancelled. She thought that was a reasonable course of action to take in the circumstances.
- Mr R's next request was for a transfer of his pension to a new provider which was made around 14 November 2024. Aviva confirmed the forms would be issued within one month, but they didn't arrive until 30 January 2025 – which was more than six weeks after the request. So she thought Aviva had caused a delay beyond what would be considered reasonable in issuing the transfer discharge forms.
- But ultimately neither Mr R, nor his new provider returned the forms and so the transfer didn't progress. She also noted that in March 2025 Mr R suggested he might opt for the other alternative of either drawing his TFC or taking an annuity with Aviva and so it was suggested that he received financial advice. So she didn't think Aviva was responsible for any delays after 30 January 2025, nor could she identify any financial loss having occurred as a result of any delays.
- She noted Aviva had previously paid Mr R £50 compensation for the delay in booking his risk warning meeting, but thought it should pay a further £150 for the delay in issuing the transfer discharge forms.

Aviva didn't accept that we had "jurisdiction" to consider the matter of the delay in issuing the forms. It said Mr R hadn't raised that issue as a complaint and it had been seeking an answer from us as to whether it should be considered when the investigator issued an assessment about that matter and the other complaint points Mr R had raised.

It said that before it commented on the merits of the whole assessment it wanted an ombudsman to decide if we should have considered the question of the delay in issuing the forms. So the matter was passed to me to review.

### *My provisional decision*

In my provisional decision I first considered the matter of whether we could look into the matter of the delay in issuing the transfer discharge forms as Aviva had objected to us doing so. I concluded that, following the investigator's assessment on that matter, Aviva had been given a number of opportunities to provide us with the results of an investigation into the subject – beyond the statutory eight weeks allowed to consider a complaint. So I thought we could consider the matter, as well as Mr R's other complaint points.

I set out a full timeline of events from May 2024 to March 2025 and, in recommending the award of a further £150 in compensation, made the following findings:

- Until 23 September 2024 I thought Aviva had treated Mr R's requests fairly. But at this point it was clear that it didn't take the necessary steps to begin the process for Mr R to draw the benefits from his pension that it should have done. And Aviva has accepted that it should have begun that journey with Mr R – or at least made a

telephone appointment for him to do so at that point. But I thought a payment of £50 compensation for the failure to progress things was fair and reasonable.

- Around this time Mr R also complained that Aviva didn't call him back as promised and I thought this was probably caused by Aviva noting an incorrect phone number for Mr R in one of the earlier conversations. But Mr R had given his telephone number correctly so it was an error from Aviva in recording this number which most likely caused its inability to contact him thereafter.
- It was also clear that Aviva said it would issue Mr R with relevant transfer discharge forms in November 2024 but these weren't received until January 2025 which was a delay of some months. I didn't think Aviva's explanation for this delay was sufficiently robust and clear and during this time Mr R was further impacted by making a number of calls to Aviva to chase up his request.
- Mr R had been impacted by Aviva's delay in issuing the transfer discharge form and his frustration had been amplified by the experience he endured when he made a number of calls to Aviva. It was clear some of the information Mr R received and the way in which it was explained during some of the phone calls simply added to Mr R's overall stress and concerns.
- Having carefully considered all of this impact I thought an additional £150, giving a total of £200 compensation, was fair and reasonable overall.
- After 30 January 2025 when Mr R received the transfer discharge forms, I thought Aviva had provided him with any further information that he requested and I didn't think it had caused any delays with the potential progression of the transfer as it appeared that it was a third party that had not yet returned the forms to allow that progression. So I didn't think Aviva had done anything wrong during this period.

### *Responses to my provisional decision*

Aviva accepted my decision and said it would pay the additional compensation. Mr R however didn't agree with my provisional decision. He said he didn't think a further £150 compensation was sufficient, he said he'd been trying to resolve the matter with Aviva for over a year and he had incurred significant costs simply in the phone calls he'd had to make. He said the matter had caused him significant concern and stress and for an extended period of time. He wanted me to reconsider the level of compensation I'd set out in my provisional decision.

But Mr R also confirmed that he had now started to receive his monthly pension payments from Aviva because the transfer he had instigated to another provider was taking too long and becoming a stressful experience. He said, contrary to what I'd said, that he'd been told the new provider had contacted Aviva about his transfer discharge forms but hadn't received a response – so things weren't able to progress. This was in addition to the fact that it was Aviva that had told him to send the forms to the new provider in the first place.

### **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.

And having carefully considered Mr R's further submissions I see no reason to depart from my provisional findings.

I have some sympathy for Mr R's frustration in trying to access his pension benefits here – and I've seen the strength of his feelings, particularly in respect of the distress and inconvenience he's suffered throughout this process. But I'm satisfied that the level of compensation I set out in my provisional decision is fair and reasonable – so I'll set out my final reasons for that outcome below.

In my provisional decision I said that we could consider all of Mr R's complaint points – including the delay in issuing the transfer discharge forms – which Aviva had said it didn't think we could consider as we hadn't given it the opportunity to investigate that matter. Aviva has now accepted we can consider that issue, so I'll cover that and all of Mr R's other complaint points relating to the service he's been given – and the delays he's encountered, below.

In my provisional I decision I set out the timeline of events that happened here. For completeness I'll set them again below.

- On 24 May 2024 the ROP was issued setting out Mr R's retirement options four months before his retirement date. The funds were valued at £114,635.67 and Mr R was asked to contact Aviva to advise it of his choice. Mr R said he did contact Aviva and was told he would get a call back but this didn't happen.
- In early September 2024 Mr R called Aviva about his options saying that he'd been in hospital. He initially said he wanted to defer taking his benefits until 2027 and was issued with forms to confirm his request in writing.
- On 17 September 2024 Aviva wrote to Mr R stating that it had received the forms but they weren't signed or dated – although Mr R disputes that. Further forms were issued and these were returned on 2 October 2024 but Mr R then indicated that he wanted to directly access his pension funds instead.
- Mr R called Aviva on 23 and 24 September to discuss his options but said he was unable to do so fully before finally being "cut off." He complained about this poor service the following day.
- Mr R received another ROP on 24 October and called Aviva on 28 October 2024. He was told that if he wished to encash his pension he would need to go through a risk warning appointment but he said he had already done that and simply wanted to "get his money." Mr R also said he had requested several call backs from Aviva during the last month but hadn't received them. Aviva said it had tried to call him but couldn't get through to him. Mr R complained again about Aviva's service.
- Aviva responded to Mr R's complaint and did accept that it should have tried to book his risk warning appointment on 23 or 24 September 2024 – so accepted it had delayed this action by around one month. It paid Mr R £50 compensation.
- Mr R then complained that he was still awaiting the correct forms and had now received the same ROP around seven times. He complained about the poor communication he'd experienced and Aviva's inability to progress matters when he called it – as well as the lack of call backs.
- On 4 November 2024 Mr R called Aviva (the risk warning team) but was told his request to take his benefits as an UFPLS wasn't possible under the terms of his plans. He wasn't happy with this information and said he wanted to complain. I understand Aviva also cancelled the risk warning appointment that had been booked around this time.
  
- Aviva called Mr R on 7 November 2024 and by this time it would seem Mr R had asked to transfer his plan benefits elsewhere. Aviva said that, as he now had an adviser acting on his behalf, it no longer required the risk warning appointment to be completed and would send out the transfer discharge forms. It said this should take around 15 working days.
- During November and December Mr R, as well as raising other questions and queries, called Aviva a number of times to chase up the transfer discharge forms that he hadn't received. On 2 January 2025 Aviva wrote to Mr R setting out the options he

had relating to his plans and also referred to the outstanding request for the transfer discharge forms.

- On 20 January 2025 Mr R chased up his transfer request once again although Aviva was quite unsure of the situation at that time. 10 days later Mr R eventually received the correct transfer discharge forms and was told they would need to be completed and returned – although it was noted this might involve Mr R sending them to the new provider for additional information.
- Mr R called Aviva in February and March 2025 to find out if his transfer request had been received but was told the forms hadn't yet been received. Although I understand the new provider had indicated to Mr R that he hadn't completed them correctly so new forms were arranged to be sent. However during the calls of March 2025 Mr R, after asking further questions about his plan, seemed to suggest he might prefer to draw his benefits as an annuity utilising the GMP.

### What went wrong during this time?

Mr R received an ROP setting out his retirement options in May 2024. Although Mr R says he contacted Aviva about this and didn't receive a call back, he did make contact in September 2024 advising Aviva that he wished to defer his retirement date. The relevant forms were issued to Mr R and – although there is some dispute about whether they were initially signed and dated correctly, the forms were ultimately returned to Aviva on 2 October 2024 – although by now Mr R decided that he wanted to access his benefits as a lump sum instead.

It seems to me that this was the first point at which Mr R began to experience poor service and delays. I can see from the timeline and supporting evidence that Mr R was unable to progress his withdrawal request in discussions on 23 and 24 September 2024 eventually being cut off during a conversation. This also began a period when Mr R received the same ROP a number of times and didn't receive a return call that was promised by Aviva. I think the lack of a call back occurred because Aviva incorrectly recorded Mr R's telephone number during a call on 3 September 2024.

I think this duplication of information and lack of communication would have understandably exacerbated Mr R's frustration about the whole process, especially as Aviva has conceded that it could have avoided a whole month or so of this delay and frustration by starting the process whereby Mr R had a "risk warning appointment" to ensure he understood the risks around accessing his pension as an UFPLS.

This was particularly important as it was eventually shown that Mr R couldn't access his benefits in that way under the terms of his plan, which caused him more frustration and concern. I note Mr R had registered a number of complaints about Aviva's service during this time and it had paid him £50 compensation for the distress and inconvenience caused by not starting the risk warning appointment process when it ought to have done.

At around the same time Mr R, frustrated by his attempts to draw his pension benefits, engaged a financial adviser and decided to transfer his pension to another provider. I haven't been provided with any evidence to confirm when this began, but I have heard during a conversation with Aviva on 7 November 2024, that the necessary transfer discharge forms would be provided in "*around 15 working days*".

Ultimately these forms weren't issued until 30 January 2025 which was way beyond the initial timescale set out. And I haven't been provided with any robust or justifiable reason for such a delay – although I note that on some occasions when Mr R rang for an update on when he might receive the forms Aviva gave a longer waiting period than initially suggested. This would support the idea that the general waiting time to provide information had

increased.

But in any case, even if there were some reasons for the extended delay, Mr R made a number of calls during this time to chase things up and I'm not persuaded that Aviva provided him with a reasonable explanation for the delay – suggesting on each occasion that the forms were “*still being processed.*” I think these additional calls Mr R made, as well as incurring extra costs and a further demand on his time and effort, would have led to more frustration and stress – which Mr R has documented clearly to us. I also note that during the calls Mr R posed a number of further queries around related pension issues. I've listened carefully to the calls and, while I haven't heard anything to support Mr R's additional claim that he was “shouted at” during one call and other calls were terminated, I do think Aviva could have provided him with a better experience and clearer communication at times.

### What should Aviva now do?

So, when considering what Aviva needs to do to put things right here, I've considered the impact this issue had on Mr R.

Firstly there were two avoidable delays. One in not arranging a risk warning appointment for Mr R and another in not providing the transfer discharge forms. This was a total delay period of around three to four months. So Mr R would have been concerned about accessing his benefits and then progressing the transfer for that length of time.

In addition, I can imagine the extra frustration caused by Mr R having to make numerous additional calls to chase up these delays, not receiving clear reasons for them, and also not being provided with clear, definitive answers to his other questions. He also suffered the frustration of not being called back on occasions when clearly it was Aviva's incorrect recording of his phone number that led to this.

I've taken all this into consideration, although in mitigation I've previously said that it isn't always possible to speak to the same person at a large organisation, neither is it practical to expect to be connected immediately to a main call centre of such a large business. But, and I don't take lightly the trouble and upset Mr R suffered here, I think a payment that reflects “repeated small errors or a larger single mistake, requiring a reasonable effort to resolve... across some days or weeks” is fair and reasonable here.

Our approach to such errors and delays would generally lead us to award a compensatory payment of up to £300. In this case the combination of the £50 already paid by Aviva and the further £150 initially recommended by our investigator – giving a total of £200 – is well within the range of what I would have considered as appropriate compensation here. Our role isn't to punish a business for its mistakes but to direct awards for the impact on a consumer where a business does make errors or cause delays. I think the payment set out here is appropriate in the circumstances of Mr R's complaint.

### Post January 2024

In my provisional decision I said that after Mr R received his transfer discharge forms he sent them to the new provider to begin the transfer process, and from that time I didn't think Aviva had failed in its obligations to him or caused any further delays.

But Mr R has suggested that the new provider did contact Aviva to progress the transfer but didn't receive a response. Because of these further delays and inconvenience he gave up on the transfer and simply drew his benefits directly from Aviva as a monthly income. He also

wanted me to consider the costs he incurred in making telephone calls during this time because he believed, contrary to what I had said in my provisional decision, that was a financial loss he had incurred.

I haven't been presented with any evidence of any communication between Aviva and the new provider around the transfer, but I note that within the transfer quotation that was issued Aviva said it needed Mr R to complete and return two individual forms and for the new provider to complete and return one form as well as providing its HMRC registration letter. Mr R said that he was told to send all the forms to the new provider for completion but there was also a suggestion, during a telephone call with Aviva on 10 March 2025, that he hadn't filled out some forms correctly, and so it's likely this was the reason the transfer hadn't developed that point.

During the call Mr R requested duplicate transfer discharge forms be sent to him "*as a backup*". But he also referenced the idea of taking out an annuity with Aviva to provide his retirement benefits and confirmed that another ROP should be sent to him. This would support the idea that Mr R was uncertain about which option was in his best interest at this point, and suggests that he might not proceed with the transfer.

But in any case, it seems clear that all of the transfer requirements hadn't been met, and Aviva has no record of having received any paperwork relating to a potential transfer. It's not entirely clear where the problem occurred, but I can't reasonably say Aviva has caused any delay here based on the evidence I've seen that it didn't receive the necessary paperwork to progress a transfer.

### **Putting things right**

As I've set out above, Aviva did cause a delay in issuing transfer discharge forms to Mr R and also accepted it could have started the "risk warning appointment" process earlier than it did. And I've seen evidence to support the idea that Aviva could have provided Mr R with a better overall service at times, an example being a lack of return calls because it had incorrectly recorded Mr R's telephone number. When I consider the overall impact this had on Mr R, including some additional telephone costs that he may have incurred, I've decided that Aviva should pay Mr R a total of £200 compensation. It has already paid him £50, so needs to pay Mr R a further £150.

### **My final decision**

For the reasons that I've given I uphold Mr R's complaint against Aviva Life & Pensions UK Limited in so much as it should pay Mr R £150 – as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 18 November 2025.

Keith Lawrence  
**Ombudsman**