

The complaint

Mr F complains that Phoenix Life Limited has failed to provide him with sufficient assistance in response to his request to place the benefits arising from his Swiss Life Personal Pension Term Plus Plan into a trust.

What happened

Mr F holds a Swiss Life Personal Pension Term Plus Plan. As the product name suggests, the plan was originally sold to Mr F by Swiss Life. But the administration of, and responsibility for, the plan has since been taken over by Phoenix. The monthly contributions to the plan provide a lump sum benefit payable on Mr F's death with the last contribution to be paid on 15 January 2028. The plan provides a benefit of £100,000 payable on Mr F's death if he were to pass away prior to 20 February 2028.

On 6 May 2025, and following discussions with his financial advisor, Mr F decided that he wished to place the benefits of his plan into trust for his wife. He approached Phoenix to request he be sent any forms he would be required to complete to enable that to be done. Phoenix responded to the request on 5 June.

The response that was sent to Mr F was protected by a password that was provided separately. Mr F contacted Phoenix twice on 5 June. His first message was that he had tried 20 times to open the document, but the password supplied was incorrect. He asked for a complaint to be raised. Later that day he confirmed that, after 35 attempts, he had successfully opened the document.

Phoenix's response to Mr F explained that it didn't provide trust forms to consumers directly given the binding nature of the legal commitment. It said it wanted to ensure its customers were fully aware of the implications of signing the document so recommended he should seek advice from a solicitor or his independent financial advisor. Mr F said he was unhappy with that response as it was his financial advisor that had suggested he contact Phoenix.

Phoenix responded to Mr F's complaint in early July. It told him that it still thought it was right that he should seek support from his solicitor or financial advisor to create any trust deed. But it apologised it had taken so long to provide that answer to him. In recognition of any inconvenience he had been caused Phoenix paid £50 compensation to Mr F. Unhappy with that response Mr F brought his complaint to us.

Mr F's complaint has been assessed by one of our investigators. She didn't think Phoenix was wrong to not provide standard trust forms to Mr F. And she thought that the compensation Phoenix had paid to Mr F for the short delay in responding to his request was reasonable. So, the investigator didn't think the complaint should be upheld.

Mr F didn't agree with that assessment. So, as the complaint hasn't been resolved informally, it has been passed to me, an ombudsman, to decide. This is the last stage of our process.

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.

In deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mr F and by Phoenix. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words, I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

At the outset I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead, this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

Mr F says that he made his decision, and subsequent request to Phoenix, to place the benefits of his plan into a trust, following discussions with his financial advisor. That seems to be a relatively standard approach to be taken in circumstances such as Mr F's. But I don't think that means the plan Mr F currently holds, and the way the benefits would currently be paid, is inappropriate. That was the way Mr F set the plan up when it was first sold to him, and the plan will operate effectively in its current form.

So I don't think there is any onus on Phoenix to actively facilitate these changes on behalf of Mr F. I think the response that Phoenix has given to him is reasonable – that should he make the necessary changes to place the benefits into trust Phoenix would then be happy to note that change of beneficial ownership on its records.

The creation of a trust is generally irrevocable and might have serious financial consequences for Mr F. So I think it is right that Phoenix would want to ensure that he is fully informed about the impacts of creating the trust, and that it is set up to meet the specific needs of him and his wife. Mr F has said that he thinks Phoenix has an obligation to do the right thing by its customers – I think Phoenix might reasonably argue that the approach it is taking is intended to do exactly that by suggesting they have received legal advice before making this change.

I appreciate that using a solicitor or financial advisor to create the trust might have additional costs that Mr F would need to pay. I haven't seen anything that would make me think using professional advice of that nature would be required by Phoenix. Instead it has simply said that it would note any trusts that have been created on its systems. But creating the trust without professional support would have risks for Mr F. It would be for him to consider whether it was appropriate to proceed in that way.

I understand that this decision will be disappointing for Mr F. But I don't think Phoenix is acting unreasonably by explaining that the decision to move the plan into a trust should not be taken without careful thought and professional support. Phoenix is not equipped to offer that sort of support, and nor do I think it should be. So I don't think that Phoenix has done anything wrong in how it has responded to Mr F's request.

It does seem that Phoenix could have responded to Mr F's request a little sooner. It took almost a month before it told him that it didn't provide any forms for the move to a trust to be accomplished. But given what has happened since then I'm not persuaded that short delay

has caused Mr F to lose out financially. I think the compensation of £50 that Phoenix has already sent to Mr F is fair and reasonable in all the circumstances here.

My final decision

For the reasons given above, I don't uphold the complaint or make any award against Phoenix Life Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 4 February 2026.

Paul Reilly
Ombudsman