

The complaint

Mr W complained to us that Aviva had made mistakes and given him the wrong information over a number of years in respect of accessing his pension benefits. He told us this was going to cause him future loss of around £84,000.

What happened

In 2022 the Finance Act changed the rules in respect of the normal minimum pension age (NMPA). Since 2010 the NMPA, the minimum age at which a person can take their pension benefits has been age 55. In 2022 the Finance Act brought in changes that mean from 6 April 2028, the NMPA will increase to 57. So, from 6 April 2028 a person will need to be aged 57 or older before they can start taking money from their pension.

As is the case now, there are and will still be some circumstances where a person can access their money earlier, for example where they are suffering from the type of ill-health that meets the relevant criteria, or the arrangement has a protected pension age. Mr W holds two pension plans with Aviva. We haven't been told anything to suggest there is anything in place that might mean any of the exceptions to the general approach might apply.

The NMPA isn't the same as a nominated or selected retirement age in a personal or occupational pension, that is the age where someone has selected to take benefits and could be years later than the NMPA.

Mr W is due to reach the age of 55 in early January 2029. Mr W says he became concerned in 2021 about the potential age change for taking one's pension from the minimum age of 55 to the minimum age of 57.

It is clear that Mr W has been contacting Aviva intermittently and annually since 2022 about the changes to the NMPA that come in, in April 2028.

Mr W has regularly told Aviva, (as he has told this Service) that he wants to take some of his pension benefits when he is aged 55. He has regularly said he doesn't want to take the full value of his pension funds when he is 55.

Since 2022 Aviva have been responding to communications from Mr W. Aviva have also continued to send out automatically generated information such as annual statements on his pension plans.

Mr W has historically complained to Aviva suggesting they have told him the wrong information or misled him into thinking he could take benefits from his plans in January 2029 when he is aged 55.

In February 2024 and March 2024 Aviva responded to complaints relating to this. In February 2024 Aviva wrote to Mr W and explained why they would not be able to pay his benefits until Mr W reaches the age of 57 due to the changes to the minimum age which come into effect in April 2028. This was repeated in Aviva's letter to Mr W of March 2024.

Aviva's letters gave Mr W referral rights to be able to refer his complaint to this Service if he was unhappy with the outcome. Mr W was required to refer his complaint to this Service within six months of the date of the letters.

In 2024 Aviva paid Mr W £100 as they concluded Mr W had been given inaccurate information in specific communications in 2022 and 2023.

Aviva said they would not be able to give Mr W access to his pension funds at the age of 55 (in 2029) as the law (as it currently stands) changes the minimum age to 57 in 2028, so this will not be possible. Aviva also let Mr W know they would not be offering him the interest free loan he said he wanted (which he said he needed to enable him to have funds from the age of 55).

Mr W then wrote to Aviva again in early April 2024 saying he didn't want his complaint closed about being told the wrong information on a number of different occasions. He told Aviva he wanted £15,000 to cover the costs for the time between the ages of 55 to 57 as a full and final settlement. He also told Aviva he was willing to sign a non-disclosure agreement.

Around the time that Aviva responded to Mr W's complaint in a letter dated 28 March 2024, Mr W received a letter (in early April 2024), which was said to be acknowledging a deferral request. Mr W received this letter after (chronologically) writing to Aviva rejecting their response of 28 March 2024.

Aviva's letter that came in early April 2024 said it was responding to Mr W's request not to take his pension yet. It went on to set out the current retirement date on his pension (January 2029) and that no changes could be made to the date until it was reached due to the way it is set up and that six months before Mr W's fifty-fifth birthday there would be a retirement pack issued.

Mr W says he treated this letter as a response to his communication to Aviva in early April 2024 and he wrote back to Aviva. In this reply he told them he was delighted to get the letter from them that he was attaching to confirm he could take his pension age 55.

In November 2024 Aviva sent Mr W his annual statement for his pension plans. This confirmed a fund value of just under £260,000. The statement confirmed the arrangements had a selected retirement date in January 2029. The statement also contained information about the changes being made to the minimum pension age for when benefits could be accessed and that from April 2028 the age would increase to 57 as a result of the change to the law.

Mr W contacted Aviva having received the statement and said he had seen the reference to the retirement date being in January 2029 and that he didn't want to take the full amount of the funds then. He also asked questions about the beneficiary to the plan.

In early January 2025 Mr W contacted Aviva with a number of queries. He told them that he wanted access to his pension in January 2029 and that this was his selected retirement date and was shown on all of his documents. He also repeated he did not want all of the funds at that time, just £30,000. He also said what he wanted to happen in respect of when he transfers his benefits so that he can draw them down and more information about his beneficiary. Mr W told Aviva he wanted them to confirm what he was saying.

In mid-February 2025 Mr W told Aviva he hadn't got their reply in the post, although it appears he knew they had replied.

Aviva re-issued a transfer pack for Mr W's pension arrangements. It appears this transfer pack was delayed by some days. Aviva previously offered to assess whether Mr W had been delayed in transferring his pension arrangements in January 2025 as a consequence of this short delay in receiving the pack and whether this had caused any loss. There is nothing to suggest Mr W was delayed in transferring in early 2025 and I previously invited further information if this was something complained about. Nothing has been provided on this.

In late February 2025 Aviva opened a new complaint for Mr W as he wasn't happy with what he'd been told in answer to his January 2025 queries.

In February 2025 Aviva apologised for failing to answer all of his queries and paid Mr W £50. They provided some further information on transferring his pension because he said he wanted to access his pension at the age of 55 and said they couldn't answer his questions about conditions and a beneficiary fully as he hadn't opened a new plan yet.

Aviva told us that after they had closed Mr W's complaint in February 2025 there had been further communications with their representative who had written the letter, as it was felt the representative had wrongly suggested Mr W could claim his pension at the age 55. This representative rectified the information and emailed Mr W in early March 2025 with the correct information. Mr W complained about this and being caused further upset and his complaint was reopened the next day.

In early March 2025 Aviva wrote to Mr W. They acknowledged that Mr W was unhappy as he felt he has been told on multiple occasions he could access his pension benefits at the age of 55. Aviva apologised as they felt their February 2025 complaint response letter had repeated incorrect information.

They went on to let him know that the change in the minimum pension age taking place in April 2028 does apply to him and so he will not be able to access his pension until the age of 57.

Aviva explained that because the current law is that the minimum pension age is 55, that's why all the communications generated and issued by their systems will continue to say the current minimum pension age is 55, because that's the current position. They highlighted that their letter to him in April 2024 and his annual statement had contained the information on the future changes. Aviva also attached copies of their previous complaint response letters which also explained the same. The letter gave Mr W the right to refer his complaint to this Service.

In March 2025 Mr W referred a complaint to this Service and told us that Aviva have constantly told him the wrong information and this has caused him future financial loss. At the time he referred his complaint to us he estimated his future loss would be just over £84,000. This included tax charges and the need to take out a loan over 10 years with a repayment rate of 9.9%.

Aviva told us Mr W had been paid £50 for each of the issues raised in February and March 2025, making a total of £100. Aviva said they wanted to increase their offer by a further £200 to make a total of £300 for what they characterise as repeated but limited errors.

Investigator's view

The Investigator considered the complaint made to this Service in March 2025. This reflected the final response letters issued in February and March 2025 which gave Mr W six months to refer his complaint to this Service. The Investigator set out their thinking and this included a summary of what had happened historically when it came to information and

communications prior to 2025. Overall the Investigator concluded Aviva had made some mistakes and that it was appropriate for Aviva to pay the additional sum of £200 offered as that would lead to an overall payment of £300 which the Investigator concluded was in-line with what this Service would usually award in similar circumstances.

The Investigator concluded this Service is not able to consider the specific complaints that were responded to in final response letters issued in 2024. This was because the letters gave Mr W the right to refer his complaints at that stage to this Service within six months of the date of the letters and Mr W did not refer any complaints at those stages to this Service or within six months.

Mr W

Mr W did not accept the Investigator's view and let us know he considered Aviva's offer derisory.

He provided further material for the Ombudsman to consider.

Mr W also doesn't agree that this Service can't look at complaints from 2024. Mr W considers the communication he got about deferring his benefits in April 2024 had reassured him and that was why he then wrote to Aviva to confirm his understanding and to thank them. Mr W thinks that if his understanding in April 2024 had been wrong he could not be expected to have known this and he would have expected Aviva to have told him.

Provisional decision

On 11 November 2025 I issued a provisional decision to share my intended thinking. In this I explained that subject to anything further I may receive, I intended to conclude it was too late for this Service to consider the complaints made to Aviva in 2024 and which Aviva responded to in 2025.

I indicated that I intended to conclude that Aviva have offered enough in respect of what happened in 2025.

Responses to the provisional decision

Mr W thanked us for looking into his complaint. He let us know that whilst he was disappointed and disagreed with my intended conclusions he had nothing further to add. Aviva did not reply.

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 taken account of the law and any relevant regulatory rules, guidance and good industry practice at the time. Where the evidence is unclear I make my decision based on the balance of probabilities. Or put another way, based on what evidence I do have, together with the surrounding circumstances, I've thought about what I think is most likely to (or should) have happened.

The issues

My understanding is there are two main issues for me to decide:

- Is it too late for me to consider the complaints made in 2024 which Aviva responded to in 2024; and
- Is Aviva's offer fair when it comes to the complaints made in 2025 or ought they to be required to do more

I have not changed my thinking from that set out in my provisional decision.

It is too late for this Service to consider the complaints made to Aviva in 2024 and which Aviva responded to in 2024. Aviva sent out effective final response letters at the time which gave Mr W six months to refer his complaint to this Service. Mr W did not refer any complaints to this Service in 2024 within six months of having received the final response letters. Having considered everything provided I don't find there are exceptional reasons such as to mean the time limits don't apply.

As it happens and for the reasons I have set out I don't think this part of my decision has any significant impact upon Mr W as I consider the main thrust of the complaints made in 2025 mirror those that were made in 2024. The fact that Mr W complained about the same/strikingly similar matters means that what happened in 2024 forms part of the relevant background to what I have needed to take into account when deciding the complaints made in 2025 and whether Aviva have offered enough or not.

I have concluded that Aviva have offered enough in respect of what happened in 2025.

Having considered everything provided in detail I am not persuaded that Mr W has been meaningfully misled by some of the communications he received from Aviva in 2025 (nor that what happened in 2024 changes this) into believing that Aviva have any power or discretion to pay his pension benefits to him in January 2029 based on the current law. I accept some of the communications (and in particular those that are automatically generated such as generic responses and statements) contain reference to his selected retirement date being in January 2029 and when he is aged 55. However there have been consistent personal communications and responses provided by Aviva to Mr W setting out the position accurately; in addition to accurate additional information on documents such as annual statements. In any event Aviva have no discretion and will be bound by the law.

Can this Service consider the complaints which Aviva responded to in 2024

The Regulator has set rules for this Service about when we can look at complaints, the Dispute Resolution Rules (DISP). We have no discretion and can only operate within these rules. We can't consider every complaint that's referred to us, it depends on what the rules say. We are bound by the rules.

The relevant section of DISP 2.8.2R says:

"The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

1. (1)

more than six months after the date on which the respondent sent the complainant its final response...unless:

1. (3)

in the view of the Ombudsman, the failure to comply with the time limits... was as a result of exceptional circumstances;"

Aviva's letters in February and March 2024 meet the definition of being a 'final response' and they provided Mr W with the right to refer his complaint to this Service within six months of the date of the letter. Mr W did not refer any complaint to us at the time and as such unless I find the failure to refer the complaint(s) was a result of exceptional circumstances we can't consider the 2024 complaints on their own. There is no definition of what amounts to exceptional circumstances, but an example often provided is where a complainant has been incapacitated.

I don't conclude there were exceptional circumstances here such as to mean this Service is able to consider the complaints made in 2024 on their own.

Mr W suggests that because of the letter he received about the deferral of his benefits at the start of April 2024 he believed he was going to be able to take benefits from his pension at the age of 55 in January 2029 and so he had no reason to refer his complaint(s) to this Service at that time, as he thought matters had been resolved in his favour. Mr W points to the letter he sent to the Chief Executive Officer (CEO) of Aviva after receiving the deferral letter to evidence his belief that everything had been resolved as he wanted.

I don't accept that even if Mr W believed the letter of April 2024 ought to be relied upon in the way he suggests, above and in preference to the detailed information he had been provided with shortly beforehand this, this would amount to exceptional circumstances.

Here I find it difficult to be persuaded that Mr W did believe the letter of April 2024 meant he would be able to access his pension benefits at the age of 55. There had been repeated information provided over a period of time (including very shortly before this letter) explaining the opposite. In particular that the law was changing and Aviva would not be allowed when the date was reached in 2029 to provide access to pension benefits to a customer under the age of 57 in general terms. The most basic of checks with any provider, adviser, financial press or an online search would have confirmed this.

At its the highest Mr W might have been confused if he believed the letter of April 2024 meant what he says.

I am not persuaded the letter to Aviva's CEO should be understood as suggested by Mr W. Nor does it make me think Mr W was confused. Having considered it carefully (and in particular the tone) and in the context of everything provided, I tend to think Mr W's letter in April 2024 was simply setting out to Aviva what he wanted to happen as part of the wider pattern of communications between Mr W and Aviva. I am not persuaded the letter reflects a genuine belief on the part of Mr W that Aviva had suddenly decided they would not be bound by the law in 2029 when applying the NMPA; nor that Aviva were agreeing to change what they had said.

In reviewing the communications in recent years between Mr W and Aviva on this subject it appears to me that Aviva have provided accurate information and personal communications to Mr W explaining the changes in the law and why this means the NMPA will change in 2028 and how this impacts him.

However on a number of occasions when Mr W then received a more generic piece of correspondence from Aviva which referred to or contained the nominated or selected retirement date for his plans, (currently set to his age of 55 in January 2029), I consider he then contacted Aviva asking them to confirm he can take his benefits in this way.

This tended to be followed by further personal communications from Aviva explaining why Mr W won't be able to do this based on the current proposed change in the law due to take place in 2028. There is a sense of repetition and circularity to the queries and

communications. I haven't seen anything that makes me think Mr W didn't understand the law was changing the minimum pension age in 2028 and this would apply to him and his pension arrangements.

As such I don't accept that following the communications in April 2024 there were exceptional circumstances that prevented Mr W from referring his complaint to us within the six months that was provided by Aviva in their letters of February and March 2024.

As I have summarised above, in any event I am not persuaded that my decision on this aspect has any meaningful adverse impact upon Mr W, the main thrust of his complaints from 2025 which are made within the time limits that apply, and Aviva have not disagreed this, mirror those made in 2024. In addition the complaints made in 2025 rely on a history of Mr W being given inaccurate information and as such include what happened in 2024 as part of the relevant history.

Is Aviva's offer fair when it comes to addressing the impact arising from the complaints made in 2025 or ought Aviva be required to do more

Having taken everything into account, the offer made by Aviva after Mr W referred his complaint to this Service in March 2025 is fair and I don't require them to do anything further.

Aviva concluded Mr W was given inaccurate information in 2025 and he did not receive the service he ought to have done. Aviva have already paid Mr W £100 in 2025 (they paid him £100 in 2024) and Aviva have offered to pay an additional £200. Aviva say this is to reflect the impact of the poor service and as such it is an award for distress and inconvenience. It is not accepted that Aviva have caused Mr W any financial loss (past or future) and I agree.

In considering whether Aviva have offered enough, I have looked at what went wrong here. Whilst I accept Aviva did not reply to queries submitted in early 2025 as efficiently or effectively as they ought to have done and whilst I accept that some of the information provided in 2025 might not have been as clear as it could have been, I don't consider any of these aspects had any significant impact upon Mr W such as to mean Aviva's offer is not reasonable.

I did consider whether the offer was higher than I might otherwise award in the particular circumstances here. This is because a review of all the communications left me with the impression that there had been an element of subjective selection when it came to what information Mr W takes from his own research and the correspondence received. However I am not interfering with the offer made by Aviva here, and it is not unreasonable.

I tend to think Aviva have provided sufficiently clear information in 2025 and historically to Mr W such as to enable him to understand that the law (the Finance Act 2022) has put in place changes to the minimum retirement age. This change is currently due to happen in 2028.

Currently people can access certain pension benefits when they reach the age of 55. In April 2028 the minimum age changes to 57. This means that in January 2029 when Mr W reaches the age of 55 he will not be able to access his pension benefits (unless he meets any of the legal criteria that allows this at the time. Currently this would involve certain ill-health circumstances).

Aviva are bound by the law. They do not have the power or discretion to allow Mr W to access his pension benefits when the law does not allow him to do so. Aviva did not introduce this change; this came from the government.

I tend to think Mr W understands this, and given the content of the communications he was sent it's reasonable for him to be expected to. The explanations that have been provided, particularly in 2024 and 2025 have been sufficiently clear.

I accept that some of the more generic communications sent out by Aviva continue (and will continue) to reference the current minimum age being 55. This isn't wrong, it is still 55 until April 2028. The communications are also likely to continue to refer to Mr W's plan having the nominated or selected retirement date in January 2029, because that is how the plan is set up on the system. It may even be that if Mr W requests information such as transfer forms or tells Aviva he wants to defer benefits, the Aviva system might send out correspondence letting him know that he cannot take benefits until the age of 55 and similar. This is because currently this is the current law. I am sorry if Mr W doesn't consider this reasonable. I don't think the information he has been sent can be considered significantly misleading on this. I hope Mr W now understands that unless the government changes the law again, he will not be able to access his pension benefits when he reaches the age of 55. This is because he does not reach the age of 55 until January 2029 and the law is due to change in April 2028. If the law does change as it is due to in April 2028, Mr W will have to wait until he reaches the age of 57 to access these pension benefits. In other words, he will not be able to access his pension benefits until January 2031.

Given Mr W has told Aviva (including in 2024 and 2025) he wants them to pay the costs he believes he will incur through having to wait until the age of 57 to access his pension benefits, this tends to demonstrate to me that Mr W does understand this applies to him. There is widespread information available on this. If Mr W is unhappy with the change in the law, this is not a matter for Aviva.

Mr W has not addressed the fact that these were government changes over which Aviva have no control. He doesn't seem to suggest that he thinks Aviva aren't bound by the law. Nor that he thinks there is a power for them to apply a discretion. Nor does he say that he firmly believed throughout (including in 2024 and 2025) he would actually be able to take his benefits in January 2029.

I find it hard to be persuaded that in the face of repeated accurate and personal explanations provided by Aviva, Mr W has been repeatedly convinced by other information that Aviva will allow him to access pension benefits at the age of 55.

I hope my decision will enable Mr W to understand that unless the law changes, no further generic references to the age of 55 or his selected / nominated retirement date mean that Aviva has the discretion or power not to apply the law as it stands.

I appreciate Mr W feels this has upset the financial planning he had put in place. As I have set out, the law changed the minimum retirement age in 2022, so whilst Mr W's plans prior to 2022 may now need to be changed. This isn't something Aviva are responsible for.

As such Aviva have not caused Mr W any future loss, nor am I persuaded there is any future loss which it would be reasonable to conclude Aviva ought to be liable for.

Putting things right

I consider Aviva's offer to pay £300 in total to reflect what happened here, which will require them to pay Mr W an additional sum of £200 (on top of the £100 paid) is appropriate.

My final decision

For the reasons given I have upheld Mr W's complaint in part to the extent that Aviva Life & Pensions UK Limited had not originally offered enough to reflect failures particularly in service and where it ought to have been better in 2025.

Aviva will need to pay Mr W £200 within 28 days of being notified of his acceptance of my decision, if he has not already been paid this sum. I understand Mr W has already been paid the total of £100 offered in February and March 2025.

As I have explained I have concluded this Service is not able to consider the merits of complaints made to Aviva in 2024 as separate complaints, as they were referred to this Service too late, and outside of the time limits that apply.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 25 December 2025.

Louise Wilson
Ombudsman