

## The complaint

Mr M has complained about the service he has received from Aviva Life & Pensions UK Limited ('Aviva') while trying to transfer a number of pensions he held with it to another plan within Aviva. Mr M is unhappy about the time taken for the transfer to complete, for the number of times he had to contact Aviva and was given incorrect information, and he says some of the calls handlers were rude.

Mr M is being assisted in this matter by his son but for ease I'll refer only to Mr M.

## What happened

The parties to this complaint are familiar with the events leading up to this point. And both acknowledge that numerous telephone calls were made. For ease, in this background, I've not listed every telephone call; I've instead summarised what I consider key to my decision.

Mr M held a number of pension plans with Aviva. He contacted Aviva in August 2022 as he wanted to start taking benefits in order to repay his mortgage. He wasn't able to access funds from his plans in the way he wanted so it was necessary for the plans to be transferred to another plan, also with Aviva. I'll refer to the new plan as the 'F-plan'.

Mr M completed the forms he was sent to enable the transfer of his plans to the F-plan and he returned these to Aviva in late November 2022. Aviva subsequently identified that some of the plans Mr M wished to transfer had a pension sharing order ('PSO') on them.

Aviva was first informed of the PSO in 2012. It has provided a copy of a letter it sent at that time requesting information so the PSO could be implemented but it wasn't provided with the requested information so it was unable to implement the PSO at that time.

Aviva emailed Mr M in December 2022 to explain the requirements for the PSO. Mr M raised a complaint during a call with Aviva at the end of January 2023 as he'd had to call several times to chase the transfer and he was unhappy with the time it was taking.

Aviva sent two further emails to Mr M in early February 2023 setting out what was required in order to implement the PSO. And a further call took place between Mr M and Aviva, before Aviva issued a final response letter to Mr M's complaint on 16 February 2023 – I'll refer to this as FRL1.

In FRL1, Aviva acknowledged that Mr M had contacted it multiple times about the transfer and had been told that it was being looked into and should be completed soon. Aviva apologised for setting false expectations about when the transfer would complete and again it set out its requirements for the PSO, as follows:

*"I'd like to reiterate the outstanding requirements to complete the pension sharing on your policies. Once the order has been agreed by the courts, please send us the following*

- *A copy of the Final order (Decree Absolute).*

- *Consent order and Pension Sharing Annex.*

*All documents must contain the court seal.*

*Once we've received the above documents, we'll be in contact with your ex-spouse regarding the pension sharing order. After the pension sharing order is settled, we'll be in a position to proceed with your transfer and retirement requests"*

The letter also said that to say sorry for the trouble and upset caused to Mr M, Aviva would be sending him a cheque for £200. And it explained that Mr M had the right to refer the matter to this Service, within six months of the date of the letter, if he remained unhappy. In March 2023 Mr M called Aviva to proceed with his retirement options. Aviva has been unable to provide a copy of the call recording but its notes say Mr M said he originally wanted to merge all his plans together. Following this call a retirement pack was issued for the plan that didn't have the pension sharing order attached.

Mr M called Aviva again in April 2023. Aviva has been unable to provide a copy this call. But Aviva's notes state that Mr M was still querying if he could transfer his pensions all together and that the call handler had provided an update on the PSO and explained that Aviva was waiting for the court papers from Mr M.

In April 2023, Aviva received a completed partial lump sum form from Mr M. This related to funds already held in the F-plan which weren't subject to the PSO.

Later in April 2023, Mr M called Aviva to query the payment he would be receiving. Aviva confirmed that £16,000 had been drawn from the F-plan, leaving a little over £3,400 remaining in the plan. Mr M queried the tax position and Aviva confirmed tax would be deducted from the £16,000 before being paid to Mr M.

In April 2024, Mr M called Aviva and requested retirement packs for his policies, all with plan numbers beginning in '5'. Aviva has been unable to provide a copy of this call but the notes state that a retirement options pack was issued.

Mr M called back a few days later on 19 April 2024. The notes state that:

- Mr M wanted to access funds from his '5' policies. However, he was told he would need to transfer all policies starting in '5' to the F-plan, in order to access funds in the way he wished. So Aviva said it would issue the transfer forms.
- Mr M said this had been done the year before and he'd been told the '5' policies would be merged and that this would have been done by Christmas [2023] and that he been told the year before that he should come back and it would all be ready. Mr M said he'd not had any confirmation emails.
- Mr M told Aviva that he had a deadline to receive funds otherwise he would be evicted from his home. And that he was always being transferred between different teams. He also said that he'd sent off all the forms for the '5' policies to be transferred to the F-plan in 2023.

Mr M raised a complaint about the call on 19 April 2024. Mr M said he'd called on several occasions to sort out the transfer of his plans. But on the 19 April the call handler told Mr M that he couldn't see that any request to transfer had been received, the call handler was rude and the call cut off.

Aviva issued its final response to this complaint on 23 April 2024 – FRL2. FRL2 acknowledged that Mr M had originally submitted a transfer request back in 2022 and that he'd been looking to transfer all his policies starting with '5' into the F-plan. Due to the PSO Aviva was unable to complete the transfer. Aviva explained it had written to Mr M in December 2022 and February 2023 informing him of its requirements for the PSO. Mr M then requested to withdraw funds already held in his F-plan and a net payment of £12,252.78 had been made to Mr M in this respect. Aviva apologised that it hadn't been able to confirm this information to him during the call on 19 April 2024 and for the service provided during that call. It also reiterated its requirements for the PSO and said that it would not be able to complete the transfer until these requirements had been met. And it said that it had paid £50 into Mr M's bank account in recognition of the poor service.

Aviva received a draft PSO at the start of May 2024. At this point it wrote out separately to both Mr M and his ex-wife confirming it was happy with the content of the sharing annex, and once the order had been agreed by courts, please could they send the decree absolute, consent order and pension sharing annex. It confirmed that all documents must contain the court seal.

On 16 May 2024, further documents were received by Aviva. Mr M raised a further complaint on 23 May 2024 as he hadn't heard anything from Aviva.

Aviva emailed Mr M on 28 May 2024 to confirm it had received documentation but that it was unable to see the court seal on the pension sharing annex and only two pages had been submitted. And that the court order was only one page and it couldn't see the decree absolute. Aviva asked Mr M to rescan the documents so it could process the PSO.

Aviva attempted to call Mr M to explain what it still required but it was unable to get through to him. It issued a further final response letter on 29 May 2024 – FRL3. In FRL3 Aviva acknowledged that Mr M had sent the requested documents on 16 May 2024. However these were not complete so it was still waiting to receive everything it needed. It repeated what was missing, as set out in its email on 28 May 2024.

Mr M called and raised a further complaint on 7 June 2024 as he was unhappy with how long it was taking to receive his payment. Aviva issued a further final response letter on 27 June 2024 – FRL4. In this letter Aviva apologised for the delay in responding to some of Mr M's emails. It said it had paid him an additional £50 for any distress caused to him as a result. And it explained that it still required the information set out in its email dated 28 May 2024 so it asked him to re-send all the pages of the Decree Absolute, Consent Order and Pension Sharing Annex. It further explained the ones he'd already sent were not the complete pages and it had been unable to see the court seal.

In June 2024, Mr M referred his complaint to this Service for consideration. One of our Investigators reviewed the complaint. They explained they were unable to consider events leading up to FRL1 as Mr M hadn't referred his concerns about issues up to that point to our Service within the relevant time frame set out in FRL1.

In terms of what had happened since FRL1 had been issued, the Investigator thought that Aviva had made it clear on a number of different occasions what the requirements were to access the pensions and that it had specified that it needed full copies of the final order (Decree Absolute) and the Consent order and pension Sharing Annex and that all documents must contain the court seal. The Investigator also explained that Aviva had made it clear that the documents Mr M had already sent didn't meet the requirements. And the Investigator said that if these were the same document Mr M had provided to this Service, he could understand why Aviva had said this. The Investigator said that he couldn't ask Aviva to ignore its responsibilities in ensuring that it was only acting where it had been

shown the legal authority to give these instructions had been granted. However, the Investigator acknowledged the service provided by Aviva had fallen short on occasions but he thought what it had already paid Mr M for its service failings was fair so he wasn't asking it to do any more.

Mr M didn't accept the Investigator's findings but by the time he'd provided his additional submissions, the original Investigator was unable to continue dealing with the complaint so the file was passed to a new Investigator to consider Mr M's further submissions. In summary Mr M said that he had sent all the documents to Aviva in 2023 and had made over 50 telephone calls since April 2024, each being over an hour long. The calls varied from being told that everything was in order and he didn't need to do anything to the next phone call where he'd be told it needed different paperwork. Mr M said Aviva spent two months looking for documents, using an incorrect spelling of his name. And that Aviva's own complaints department found all the documents required back in 2023 and he's sent them in four times since. Mr M explained he then paid for another copy of the same information from the county court and even that was rejected originally. He says he's paying £72 a month in interest on his mortgage and there's still no end in sight.

The new Investigator requested further information from both parties. Mr M provided evidence of the calls he'd made to Aviva between September 2024 and August 2025. Aviva provided the requested information and confirmed at that point that it had received everything it required from Mr M to implement the PSO in December 2024. However, it was still waiting for Mr M's ex-wife to provide information.

Aviva subsequently confirmed that it received everything it needed from Mr M's ex-wife and the PSO was completed in August 2025. So it was in a position to arrange for Mr M's '5' policies to be transferred to the F-plan. However, it would require a new transfer form to be completed as the initial form was completed three years ago.

Aviva also issued a further final response letter – FRL5. In this letter it said it had gone back and reviewed Mr M's previous concerns about one of Aviva's call handlers. Aviva offered a further £200 in recognition of the distress caused to Mr M by the call handler. And it said that payments totalling £150 had already been made to address delays in relaying information regarding the PSO, delayed email responses, and poor call handling. However, it said the broader delays in completing the PSO were outside of Aviva's control.

The new Investigator reviewed all the information provided and she acknowledged that Mr M had made numerous calls to Aviva throughout the period in question. However, she felt that what it had already offered Mr M was fair in the circumstances. Mr M didn't accept the view and requested a final decision.

Since the matter has been with me for review, Mr M has confirmed that he has received the £200 Aviva offered him in FRL5. And the transfer of his plans has completed and he has received funds and repaid his mortgage.

I'm now in a position to issue my final decision on this matter.

### **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 should firstly explain that I'm not going to comment on what happened when Mr M first contacted Aviva in 2022 up to the point Aviva issued FRL1 in February 2023. This is because, like both our Investigators have explained, Mr M had six months to refer this

particular complaint to our Service following receipt of FRL1 if he was unhappy with how Aviva had dealt with his concerns. But he didn't contact our Service until June 2024, so this Service doesn't have the jurisdiction to comment on any concerns about the Service Mr M had received up to February 2023.

Instead I've carefully considered what happened from February 2023 onwards.

It's not in dispute that the process for implementing the PSO and for Mr M to gain access to his funds has taken far longer than either party would have liked. And I acknowledge that Mr M made many calls to Aviva and on occasions he was given incorrect information. There were also some service failings by Aviva and one of its call handling staff was rude during a telephone call with Mr M. But having considered the available evidence, I'm satisfied the majority of delays were out of Aviva's control and I think what Aviva has said it has already paid Mr M in respect of the service issues experienced, is fair. I'll explain why.

Mr M was made aware three times in February 2023, twice by email and again in FRL1, that he needed to provide documentation before Aviva could implement the PSO. So I'm satisfied Mr M ought to have known by February 2023 at the latest, what information he needed to provide before he was able to access his pension benefits. Mr M says he provided the documentation in 2023 but I'm not satisfied, based on what I've seen, that he did.

Aviva has provided copies of many of the calls that have taken place between Mr M and Aviva throughout the entire period that Mr M has been trying to access his pension funds. But it has unfortunately not been able to provide copies of two of the calls that took place following the correspondence issued in February 2023.

Following this correspondence, Mr M appears to have made two calls to Aviva in March and April 2023. While I can't know for sure what was said during these calls, I think on balance, the notes Aviva has provided likely reflect what was discussed.

The notes for the call in March 2023 suggest Mr M reiterated that he wanted to access all his plans but following the call he was sent a retirement pack for the plan that wasn't subject to the PSO. And the notes for the call in April 2023 suggest that the call handler explained to Mr M again that Aviva was waiting for him to provide documentation for the PSO.

Mr M then accessed the funds that weren't subject to the PSO (and were already held in the F-plan).

I've listened to a further call in April 2023 where Mr M asked about the payment he would be receiving, following the transfer forms he had submitted. During this call Aviva confirmed how much remained in the F-plan. There was no mention of Mr M's other '5' policies being transferred over to the F-plan during this call.

A year later, in April 2024, Mr M called Aviva and requested a retirement pack. It seems that a retirement pack may have been issued at this time. It's not mentioned in the notes for this call whether Aviva mentioned the PSO during this call. But I think it ought to have explained to Mr M at this point that before he could access funds he would need to provide the information so it could implement the PSO.

However, even if Aviva didn't mention the PSO during this call, I also think Mr M himself ought to have also realised there was a PSO and that the information to implement it was outstanding. I've seen no record of it being provided prior to this call. Mr M says all the information was provided in 2023 but I've seen no evidence of the documents for the PSO being provided at that time; I've only seen that he submitted a transfer form.

Later the same month, Mr M called Aviva again. The notes for this call suggest he was unhappy because he'd been told all '5' plans would be merged to the F-plan the year before. As I've said above, having listened to the available calls from April 2023 and reviewed the call notes, I'm not aware that Mr M was told his '5' plans would be merged before he had provided the documentation required for the PSO. As mentioned, in the last call Mr M appears to have had with Aviva in 2023, there is no mention of Mr M's '5' policies being transferred.

I appreciate Mr M may have misunderstood some of what he had been told in calls prior to this. But I think he still ought to have known, as it had been explained a number of times, that nothing could happen with the '5' policies until he provided the relevant documentation for the PSO to be implemented.

Mr M didn't provide the documentation Aviva had requested until May 2024. Aviva has said it should have acknowledged receipt of this sooner particularly as Mr M was looking to access funds urgently. But I don't think a delay of a matter of days here impacted the overall time it took to resolve this matter. And Aviva tried to call Mr M at this time a couple of times to explain what it needed him to do. As it couldn't get through to him it emailed him to let him know why it was unable to accept the documents he'd sent. It asked him to rescan the documents so it could see the court seal and it asked him to provide all the pages as some were missing.

Mr M says a page that was missing was blank and that may well have been the case. But it's not unreasonable for Aviva to have requested the entire document so it could satisfy itself that it had seen everything. And I've considered the scanned copies of the documents that Mr M provided to this Service. Like our Investigator explained, if these are the same copies that Mr M provided to Aviva, I don't think it's unreasonable that it requested the documents be rescanned so the court seal could be seen.

From what I've seen, Aviva didn't receive adequate copies of all the documents it required until December 2024. After this, Aviva was in contact with Mr M's ex-wife as it had to arrange for her share of Mr M's pensions to be paid.

I understand Mr M's ex-wife's share was initially going to be paid into another plan with Aviva. However, this subsequently changed to another provider so a further delay occurred while this was being arranged.

It's not appropriate for me to disclose information relating to Aviva's interactions with Mr M's ex-wife and her new policy provider. But having considered the available information, I'm satisfied that much of the delay in sending the funds to Mr M's ex-wife's new provider was out of Aviva's control.

I accept this additional delay was frustrating to Mr M and that he called Aviva numerous times to try and establish what was happening. And while overall the service fell below the level I would expect Mr M to have received, this didn't impact the time it took for this part of the process to be finalised. I do appreciate that Mr M put forward the suggestion of him taking his funds and his ex-wife's share being put aside until Aviva was in a position to make the payment to her. But PSOs are complicated and there are rules around how these are implemented. It appears from the paperwork on file that the new provider was unable to accept funds if Mr M had already accessed them. So it wasn't unreasonable for Aviva to have finalised Mr M's ex-wife share before allowing Mr M to take his benefits.

Mr M was unhappy that after the PSO had been finalised, Aviva required new transfer forms before it could arrange for his '5' policies to be transferred to his F-plan. I can appreciate this was frustrating and caused inconvenience to Mr M but I don't think it was unreasonable for

Aviva to request up to date forms, given that the previous transfer forms had been completed and signed by Mr M almost three years before.

Overall, I appreciate that it took Mr M a long time to be able to access his pension funds in the way he wanted to. And although I think Aviva caused slight delays at times, these didn't have a significant impact on the overall time taken for him to access funds. It was the delay in the full documentation being provided to Aviva and then arranging for Mr M's ex-wife's funds to be transferred to her new provider that caused the most substantial delays and as I've explained above, while Aviva may have caused slight delays in this process, I don't think it is responsible for the majority of the delay caused.

Mr M would like an interest payment because he feels Aviva delayed his transfer but I won't be asking it to make a payment in this regard.

I know Mr M is aware that his ex-wife received a small payment of interest from Aviva. This was to reflect the fact that her funds were uninvested for a short period while Aviva made the payment to her. I'm not going to be asking Aviva to make a similar payment to Mr M because his funds remained invested throughout the entire period, so he hasn't lost out on any investment loss.

Mr M had to pay additional interest on his mortgage when he wasn't able to pay it off as early as he'd hoped. But for the reasons I've explained, I don't think Aviva can be held responsible for the time it took him to access his funds. The main delay was due to Aviva not receiving the correct documentation and then after that, there was a delay in making the payment to his ex-wife's new pension provider. While I do think there were occasions where Aviva ought to have responded to Mr M's emails sooner, as I've explained above, I think most of the delay in Mr M accessing his benefits was outside of Aviva's control. So I'm not going to be asking Aviva to make a payment to Mr M to cover any interest payments on his mortgage.

## **Conclusion**

I do appreciate that Mr M feels strongly about this matter and that he contacted Aviva many times to try and gain access to his pension funds. But as I've explained above, I've not found that Aviva is responsible for the majority of the delay caused.

Having said that, Aviva's service fell short on occasions and I'm pleased that it has acknowledged this. I can appreciate the frustration this must have caused Mr M, being given inconsistent information on number of occasions. But I'm satisfied Aviva did make it clear that it required certain documents from Mr M before it could implement the PSO. And I've not seen that Aviva received adequate copies of these documents before December 2024. I'm also aware that a member of Aviva's call handling staff was rude to Mr M during a call in April 2024. I've not listened to the actual call as Aviva hasn't been able to provide a copy. But it accepts its call handler was rude and that this was not acceptable.

Aviva says it has paid Mr M a total of £550, through a series of payments in response to the various complaints he's raised. This has been broken down as £200 when the initial complaint was raised in 2023. £150 to address delays in relaying information regarding the PSO, delayed email responses and poor call handling. And in September 2025, Aviva's CEO revisited matters and made a further award for £200, in recognition of the distress caused to Mr M by its call handler during the call in April 2024.

Having considered everything that's happened, I think £550 is fair in the circumstances of this complaint and is in the region of what I would have awarded, had Aviva not already said that it had paid Mr M this amount. I would add however, that I've reviewed the final

response letters Aviva has provided to this Service and can only see that it has offered Mr M a total of £500 compensation. This is broken down as:

- FRL16/02/2023 – £200
- FRL 23/04/2024 - £50
- FRL 29/05/2024 - £0
- FRL 27/05/2024 - £50
- FRL/CEO letter 04/09/2025 - £200

It may be that an additional payment of £50 was made at some point and Aviva hasn't provided the information regarding this payment. But if not, and if Aviva has only paid Mr M £500 so far, it should arrange for an additional £50 to be paid to Mr M, bringing the total he has received to £550 compensation. I should clarify that Aviva will not need to make a further payment if it has already paid Mr M a total of £550.

### **My final decision**

Aviva Life & Pensions UK Limited has already offered to pay Mr M £550 to settle the complaint. I think this offer is fair in all the circumstances. Aviva Life & Pensions UK Limited has already paid some, if not all, of this amount to Mr M. So my decision is that, if there is any amount outstanding, Aviva Life & Pensions UK Limited should pay this to Mr M to ensure he receives a total of £550 compensation. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 December 2025.

Lorna Goulding

**Ombudsman**