

The complaint

Ms P is unhappy with the service she received from Aviva Life & Pensions UK Limited (Aviva) and the delays in transferring her pensions to consolidate them.

Ms P said she doesn't feel the compensation truly reflects the impact Aviva's errors, delays and the overall disruption had on her.

What happened

Ms P had three pension policies that she wanted to transfer into her 'My Money' plan that she held with Aviva. Aviva was the provider of two of the policies, and she held one policy with Aegon.

Ms P initially tried to contact Aviva on 8 January 2025 by replying to an email she had previously received from it which contained 'no reply' in the email address. She said her attempts through her account on Aviva's 'contact us' function and calls made to Aviva were unsuccessful until around 20 January 2025 when she was provided with a correct email address.

When Ms P emailed on 20 January 2025, she raised three points upon which she wanted clarification, as follows:

- Did her current policies with Aviva include any valuable or safeguarded benefits?
- As the total combined value of all her policies exceeded £30,000, was she required to take regulated advice before proceeding?
- Could she lose any valuable benefits or safeguarded benefits if she did proceed with the consolidation of her pension plans?

Aviva responded on 23 January 2025 and confirmed that there were no safeguarded benefits in her plans with Aviva. It also recommended that Ms P seek financial advice before making any decisions. Finally, Aviva confirmed that if the ceding scheme had any safeguarded benefits these would be lost on transfer.

Between 20 January 2025 and 5 February 2025, there were multiple emails back and forth and Ms P called Aviva numerous times to understand her pension plans and the benefits they held. Ms P didn't receive a response from her last email and raised a complaint on 25 February 2024.

Ms P said she found Aviva's service poor and disappointing. She explained that she had called Aviva numerous times to try and understand her products to make the right decision on how to consolidate her plans.

Ms P said that, during many of the calls, she was passed between departments and had to explain her issue over again each time. Ms P wanted clear explanations of her pension products in order to decide how to proceed.

Aviva responded on 26 February 2025 to explain a proposed resolution. Aviva explained that it sent Ms P transfer-in forms through “DocuSign” and confirmed that once these were received, Aviva would escalate the transfer request starting the next business day. Aviva then offered Ms P £150 to apologise for the poor service.

Aviva said that it had sent Ms P the transfer-in forms by DocuSign and confirmed there were no safeguarded benefits for either of the Aviva plans.

Aviva also said that, once it had received Ms P’s application, it would escalate the transfer process, so it would begin the following working day. Ms P requested that the £150 be invested into her pension plan.

Aviva then attempted to call Ms P five times but was unsuccessful. Aviva followed up on this on 27 February 2025 to clarify whether Ms P was happy with the actions taken to resolve the complaint. Aviva then attempted to make further calls but was unable to reach Ms P.

Ms P called Aviva on 4 March 2025 for assistance completing the forms. The forms for the transfer of the Aviva plans was completed and Ms P would complete the forms for the Aegon plan online.

Aviva responded on 6 March 2025 and provided Ms P with the information that she needed to use on the transfer in forms for the Aviva policies. Aviva also provided Ms P with an investment brochure for her plan and also provided a link to an independent financial adviser.

Aviva then said that, once it had received the completed DocuSign documentation for the Aegon plan, it would arrange to send an Origo request.

Aviva requested Ms P’s authorisation to proceed with the transfers on 11 March 2025 and received this on 13 March 2024.

Ms P emailed Aviva on 17 March 2025 and acknowledged that she’d received an email confirming that all the transfer requests had been received and should be processed within a few weeks. She then requested an update on the compensation and when she should expect to receive this.

Aviva explained that it requested the transfers through Origo on 17 March 2025.

Aviva responded on 19 March 2025 and said that the complaint had been passed to its complaints team as it had become aware of an issue when requesting the transfer. Aviva said it would need to complete a “best-pricing exercise” to ensure Ms P was put back into the correct financial position and it would also review its offer of compensation, but it could take up to eight weeks to provide a resolution.

Aviva said it received the funds from one of the Aviva plans on 19 March 2025. Ms P replied on 20 March 2025 and said she was unhappy that the complaint hadn’t been settled. She said that she’d raised the complaint initially due to the delays she’d experienced and felt having to wait an additional eight weeks for her complaint to be resolved was unacceptable. Ms P also said that she felt the complaint was being passed to another team due to her not responding within Aviva’s timeframe.

She then requested that Aviva clarify the following:

- Why was her case transferred to another area when she’d been engaging with a specific person and as she’d already been offered compensation?

- What did the “best pricing exercise” involve and why was this only being done at this stage?
- Would her previous offer of compensation still be honoured and on what timeline would she receive this?

Aviva responded on the 21 March 2025 and explained that the complaint wasn’t passed to the complaints team because it couldn’t reach Ms P, but due to its processes, if it couldn’t resolve a complaint within three days it was then passed to the complaints team to investigate. Aviva also said that its complaints team would want to look at all the delays over the period of Ms P’s transfer, to understand which delays were caused by Aviva.

Once this had been done, it would complete the “best pricing exercise” to understand if she would have been financially better off if had there been no delays.

Aviva then explained that it would review the compensation offer to see whether it should be adjusted, given the length of time taken to complete the transfer.

Aviva confirmed that it received the funds from the second plan on 21 March 2025 and finally received the funds from the Aegon plan on 1 April 2025.

Aviva sent its first final response on 14 April 2025, and in this letter Aviva acknowledged Ms P received poor service throughout her journey. It said it agreed that it had provided her with vague responses to her queries, which in turn caused her to call and email multiple times for answers and during these calls Ms P was passed to several departments, but her queries were still unanswered.

Aviva reviewed the timeline of events and said that, had no delays occurred, it should have requested the transfer from the ceding schemes on 5 February 2025. Aviva said that, if this had happened, it would have received the funds from the first Aviva plan on 7 February 2025, and from the second Aviva plan on 11 February 2025. It would then have received the funds from the Aegon plan on 19 February 2025.

As Aviva accepted it caused delays, to put things right it contacted Aegon to obtain the value of the plan on the day the funds would have been sent, had there been no delays. Aviva confirmed that after it received this, it would undertake a calculation to determine whether Ms P had suffered a financial loss due to its delays.

Aviva said it felt the offer of £150 was too low and increased this to £250.

Ms P remained unhappy with the outcome and wrote to Aviva on 2 May 2025. She pointed out that she’d begun contacting Aviva on 8 January 2025 and she’d sent a total of 23 emails and made multiple calls. Ms P said the Aviva’s representatives hadn’t been helpful and she’d found them dismissive. She added that she found the transfer forms complex and didn’t feel that Aviva had provided enough assistance to help her complete them.

Ms P also said that she felt Aviva had sent a large volume of complex information and didn’t give her enough time to respond.

Finally, Ms P said she’d previously requested that her compensation be reinvested into her pension plan, and she would be given instructions on how to do so. However, she was then informed when she called on 2 May 2025 that her request had been opened, but closed in error.

Aviva then sent its second final response letter to Ms P on 23 May 2025. In this letter it acknowledged that Ms P first attempted to contact it on 8 January 2025, but as Aviva didn't receive these, it began its investigation based on the email it received on 20 January 2025.

Aviva then said that its records showed that Ms P logged into the Aviva portal on 8 January 2025 and 15 January 2025. But given that it didn't receive the emails sent on 8 January 2025 and 15 January 2025, Aviva began its loss timeline from the first email it did receive on 20 January 2025.

Aviva acknowledged that Ms P had put to significant effort in contacting Aviva for assistance and apologised for the inconvenience this caused her.

Aviva then explained that it needed to complete verification checks on Ms P's bank details in order to invest her compensation. Aviva confirmed it completed these checks on 28 April 2025, but its admin team closed the request in error. Aviva said that, had the request not been closed in error, the funds would have been allocated to the plan on 28 April 2025. So, to ensure Ms P wasn't impacted financially it would complete a calculation to determine whether her pension fund value had lost out as a result of the delays.

By way of a further apology, Aviva offered an additional £100, so £350 in total.

Ms P remained unhappy with the outcome and responded to Aviva on 23 May 2025. Ms P was unhappy that Aviva didn't begin its timeline from her first attempt to contact it on 8 January 2025. She said she wanted Aviva to reinvestigate its complaint in light of the following:

- The first two emails that had been overlooked during the investigation.
- The number of errors already acknowledged by Aviva.
- The fact that she'd had to correct and clarify information with Aviva's investigator at every stage.
- The time and emotional labour involved in repeatedly chasing and compiling evidence for a process that should have been proactively managed.

Aviva responded on 4 June 2025 and explained that, as the first two emails were sent to a "no-reply" email address, the emails weren't monitored, which meant it was unaware of these emails. Aviva didn't change its stance on the complaint and confirmed that, if Ms P remained unhappy, she could refer her complaint to our service.

Ms P referred her complaint to our service on 9 June 2025. In her complaint form, Ms P said she was unhappy with the service she'd received. She said she had to make numerous calls, chase for responses and submit evidence Aviva should have already held. Ms P said she took active and repeated effort to resolve the situation, which in turn caused her significant stress and anxiety about her future financial security.

Aviva has since provided the investigator with its hypothetical timeline of what should have happened, had no errors occurred. In this timeline, Aviva said that, had it received Ms P's transfer request on 20 January 2025, along with her queries about the benefits of her plans with Aviva, it should have responded with clear answers to Ms P's questions by 23 January 2025. Ms P would have called on 30 January 2025 to go through the transfers online, and then Aviva would have received Ms P's confirmation to proceed on 3 February 2025.

The transfers would have been requested by Origo on 5 February 2025, with the first transfer received on 7 February 2025, the second transfer received on 11 February 2025, and the final transfer received on 19 February 2025.

Aviva wrote to Aegon on 20 June 2025 to request Ms P's plan value on 5 February 2025 so that it could complete a loss calculation to ensure Ms P hadn't suffered any loss. However, it wasn't whether this calculation had been undertaken.

Having considered the matter, our investigator thought that the complaint should be upheld, saying the following in summary:

- In terms of the service Ms P had received, in this case there was no dispute that Aviva had provided poor service, which delayed Ms P completing forms and in turn delayed the transfer of her three pension policies.
- Ms P had raised frustrations regarding what she considered to be too many calls from Aviva, and Aviva did agree that it had been excessive in the attempts to contact Ms P. The investigator said that she understood why this would have been frustrating for her, but this wasn't done to intentionally upset Ms P, and more to try and resolve things as soon as it could.
- Ms P also queried what the "best pricing exercise" was on a couple of occasions and Aviva hadn't ever explained this to her. Aviva had since explained that the best pricing exercise was a manual loss calculation, so that Aviva could add units to the plan to ensure Ms P was in the position she would have been in, had the transfer occurred on 12 February 2025.
- It referred to it as a "best pricing exercise" as Ms P's product was a live investment, and so the calculations were done differently to other types of plans. This was the correct action to take.
- Ms P had to chase Aviva by email and phone an excessive number of times, for what were fairly straightforward queries and Aviva had many chances to answer these. During this time, when Ms P called to try and get answers, she was passed to different departments within the business and received inconsistent information.
- Had Aviva answered the questions at the outset in a clear manner, then this would have mitigated the amount of time Ms P had to spend on understanding her pension products in order to make an informed decision about how she should proceed.
- In terms of the delays incurred, whilst Ms P did attempt to contact Aviva on 8 January 2025 and 15 January 2025, this was sent to a "no-reply" email address, and so it wouldn't be reasonable to say Aviva ought to have seen or been aware of these emails. So, it wouldn't be fair to hold Aviva responsible for not responding to those emails.
- Aviva had said in its timeline that it should have responded to Ms P's request within three working days and in the first instance it should have provided an accurate answer to her queries. As set out above, Aviva received Ms P's first email on 20 January 2025, and it should have responded and answered Ms P's queries on 23 January 2025.
- Then based on the actual timeline of events, Ms P would have called on 30 January 2025, five working days later, to talk through the transfer forms and would have confirmed her intention to proceed. Aviva should then have requested the three transfers by Origo three working days later, on 5 February 2025. Aviva would then have received the funds from the two Aviva policies by 11 February 2025 and the

funds from the Aegon plan, with consolidation of the three policies, on 12 February 2025. These were reasonable timescales to use.

- With regard to the investment of the compensation, Aviva had also acknowledged that it caused a delay in processing Ms P's request to invest her offer of compensation into her pension plan. Again, there was no dispute that Aviva made an error in closing this request before correctly processing it, which caused further upset to Ms P. Aviva should have processed the request on 28 April 2025 because, had Aviva processed the request correctly on 28 April 2025, Ms P wouldn't have had to chase for this to be done and raise further complaint points.
- It was clear that Aviva had failed to provide the service expected of it and whilst Aviva had taken some steps to put Ms P back into the correct position, further action was needed.
- In terms of what Aviva needed to do to put things right, in cases where delays had happened, our service would expect a business to undertake a loss calculation to ensure that the policy holder was put back into the position they would be, had no delays happened.
- For the two policies held with Aviva, it had confirmed that it had completed a loss calculation, which it referred to as the "best pricing exercise". It said that Ms P benefitted from the delay as she received £718.11 more than she would have done had the plans been transferred on 7 February 2025 and 11 February 2024, so there was no financial loss here.
- Having reviewed the method Aviva used, this was fair and reasonable and it didn't need to do more in that regard.
- For the Aegon transfer, Aviva contacted Aegon for the plan value as of 5 February 2025, in order to complete a loss assessment. If Aviva hadn't received this information, it should chase Aegon again for its figures and complete the calculation. And it was reasonable to assume that Ms P would have invested in the "My Money" plan.
- Any loss Ms P had suffered should be determined by obtaining the notional value of the pension from Aegon on the basis that it had been in the "My Money" plan and subtracting the current value of the pension from this notional value. If the answer was negative, there was a gain and no redress was payable.
- The compensation amount should if possible be paid into Ms P's pension plan. The payment should allow for the effect of charges and any available tax relief. The compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.
- If a payment into the pension wasn't possible or had protection or allowance implications, it should be paid directly to Ms P as a lump sum after making a notional reduction to allow for future income tax that would otherwise have been paid.
- If Ms P had remaining tax-free cash entitlement, 25% of the loss would be tax-free and 75% would have been taxed according to her likely income tax rate in retirement – presumed to be 20%. So making a notional reduction of 5% overall from the loss adequately reflected this (although this should have read 15% - see below).

- For the additional investment of the compensation, Aviva should calculate the value of Ms P's policy as if the £250 had been correctly added on 28 April 2025.
- If the calculation showed that the policy would have had a higher value with the £250 having been invested on 28 April 2025, then this is the loss that Aviva should pay directly into the policy.
- If the calculation showed that the policy had a higher value as a result of the delayed payment, then there was no loss and Aviva needed to take no further action.
- In terms of the impact on Ms P, the investigator had considered the guidance on our website for such compensation awards. Ms P had put a lot of effort into resolving the complaint and there was no dispute that Aviva's service was poor. But this service didn't seek to punish a business for any mistakes it may have made. Taking everything into account, Aviva's offer of £350 was reasonable and in line with what our service would expect in these circumstances.

Aviva agreed with the investigator's recommendation, but suggested an alternative timeline for the reinvestment of the £250, as follows:

25 April 2025 – Ms P added her bank details prior to making payment.

28 April 2025 – The bank account would have been linked and an email sent to Ms P confirming this (next working day, so in reasonable time).

28 April 2025 – Ms P would have replied the same day confirming the details requested in the email.

30 April 2025 – The bank details would have been verified and an email sent to Ms P confirming that it was ready to receive the payment.

2 May 2025 – Ms P would have emailed Aviva to confirm the payment had been made.

6 May 2025 - £250 would have been received and allocated (as 5 May 2025 was a UK bank holiday).

Ms P commented as follows in summary:

- She accepted that her initial emails were sent to a no-reply inbox. However, no part of the subsequent delays were caused by her availability or response times. She worked during the day and couldn't always answer unexpected phone calls, multiple times in one day. She returned calls and replied to emails consistently. The record showed that she made repeated and reasonable attempts to progress the matter over a sustained period.
- Therefore, it wasn't accurate to suggest that missed calls contributed to the delays. The call attempts appeared to be primarily for audit trail purposes rather than to move the transfer forward. When she did speak to Aviva staff, she was transferred between multiple departments, asked to repeat the same information numerous times, and received inconsistent guidance. The difficulties arose from Aviva's internal processes and communication, not from any lack of engagement on her part.
- The impact of this hadn't been reflected in the compensation offered. She spent a significant amount of time managing and following up on the transfer process,

including chasing for updates and clarifications that should have been provided at the outset. This caused ongoing concern regarding the status of her pension and placed the burden of progressing the matter on her.

- For these reasons, the compensation of £350 didn't reflect the disruption and distress experienced.

Ms P requested that the matter be referred to an ombudsman for review.

I issued a provisional decision on the matter on 17 December 2025, in which I set out my assessment of the complaint. The following is an extract from that decision.

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'd firstly say, as with the investigator, that it's not in dispute that Aviva could have provided better customer service here, and as such it's only right that Ms P be compensated not only for any financial loss as a result of the delays incurred, but also for the impact that this had on her.

So with regard to the former, I've noted what Aviva has said about using its "best pricing exercise" and that Ms P received £718.11 more than she would have done had the plans been transferred on 7 February 2025 and 11 February 2024. I think the timeline set out by Aviva seems reasonable, but as the plans were reinvested, rather than the benefits taken from the plans, Aviva also needs to consider any consequential loss here.

For example, if the plan values would have been worth less at the earlier points, it's possible that Ms P could also have bought units in the replacement consolidated plan at a lower value, and so the current notional value may still have been higher.

I'll also set out below how any loss resulting from the delay in transferring the Aegon policy, along with the £250 compensation, should be calculated. And in terms of the alternative timeline suggested by Aviva for when this payment would have been invested, again I think this seems reasonable. Aviva's response of 23 May 2025 suggested that the payment would have been made on 28 April 2025, but the revised timeline takes into account that, once Ms P's bank details had been verified, Ms P confirmed that the payment had been made two days later, and it was received and allocated the next working day.

With regard to the amount which should be payable to Ms P in respect of the distress and inconvenience caused to her, I acknowledge what she's said about the impact and the effect the matter has had on her, but again as with the investigator, I ought to have regard for the types of award which this service would make in similar situations.

And the guidance on our website is helpful in informing this. This says that an award of over £300 and up to around £750 might be fair where the impact of a mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. Typically, the impact might last many weeks or months, and I think this is reflective of what's happened here.

Putting things right

My aim is to put Ms P back in the position she would otherwise be, had the difficulties and delays not been incurred.

For all three policies, Aviva Life & Pensions UK Limited should determine the current

notional value, as at the date of any final decision along these lines, of Ms P's consolidated policy, had the separate amounts been transferred and reinvested within that policy according to the timelines set out above. This should also include the amount of £250 on the assumption that this had been invested on 6 May 2025

If this is greater than the actual value of Ms P's policy at the same date, then there is a loss. The compensation amount should if possible be paid into Ms P's pension plan. The payment should allow for the effect of charges and any available tax relief. The compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.

If a payment into the pension isn't possible or has protection or allowance implications, it should be paid directly to Ms P as a lump sum after making a notional reduction to allow for future income tax that would otherwise have been paid.

If Ms P has remaining tax-free cash entitlement, 25% of the loss would be tax-free and 75% would be taxed according to her likely income tax rate in retirement – presumed to be 20%. So making a notional reduction of 15% overall from the loss adequately reflects this.

For the reasons set out above, Aviva Life & Pensions UK Limited should also pay Ms P £350."

Neither party submitted further comments in response.

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.

My findings remain as set out above, and for the same reasons.

Putting things right

My aim is to put Ms P back in the position she would otherwise be, had the difficulties and delays not been incurred.

For all three policies, Aviva Life & Pensions UK Limited should determine the current notional value, as at the date of this decision, of Ms P's consolidated policy, had the separate amounts been transferred and reinvested within that policy according to the timelines set out above. This should also include the amount of £250 on the assumption that this had been invested on 6 May 2025

If this is greater than the actual value of Ms P's policy at the same date, then there is a loss. The compensation amount should if possible be paid into Ms P's pension plan. The payment should allow for the effect of charges and any available tax relief. The compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.

If a payment into the pension isn't possible or has protection or allowance implications, it should be paid directly to Ms P as a lump sum after making a notional reduction to allow for future income tax that would otherwise have been paid.

If Ms P has remaining tax-free cash entitlement, 25% of the loss would be tax-free and 75% would be taxed according to her likely income tax rate in retirement – presumed to be 20%. So making a notional reduction of 15% overall from the loss adequately reflects this.

Payment of any loss should be made within 28 days of Aviva Life & Pensions UK Limited being notified of Ms P's acceptance of this decision. If it isn't, interest at 8% simple pa should be applied to the loss amount from the date of this decision to the date of settlement.

For the reasons set out above, Aviva Life & Pensions UK Limited should also pay Ms P £350.

My final decision

My final decision is that I uphold the complaint and direct Aviva Life & Pensions UK Limited to undertake the above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 10 February 2026.

Philip Miller
Ombudsman