

## The complaint

Mr B complains about the delays in setting up his annuity with Aviva Life & Pensions UK Limited.

## What happened

Mr B held four pension policies with Aviva and wanted to simplify his situation before his retirement date by consolidating his plans into one policy. His aim was to take an annuity from his 65th birthday (in September 2025).

He first contacted Aviva in March 2025 to start the journey, but mistakes were made throughout the transfer process and the switch of the three policies was delayed.

Mr B raised a complaint with our service in June 2025 in respect of the delays he'd experienced through the transfer process and the further issues he'd experienced in being provided with the necessary information to take his benefits.

Our Investigator issued his view of the complaint on 13 October 2025; he said, in summary:

*"I am upholding this complaint for the administrative mistakes and delays highlighted above. Someone at Aviva should really be coordinating a joined-up response rather than Mr B trying to deal with multiple contact points over a protracted period.*

*I would also note that both you (see Aviva's email dated 4 August to Mr B) and your colleague LB (in her final response letter dated 16 July) have both suggested conducting a loss calculation. Again, surely this should be a coordinated response.*

*I am awarding Mr B £450 for the undoubted trouble and upset he has experienced in what ought to have been a relatively straightforward process. I am also flagging these findings to the other part of your business where Mr B's complaint continues to be investigated."*

Mr B accepted the Investigator's view and Aviva made settlement.

Since that complaint was made to our service, matters have evolved. Mr B received a letter from Aviva dated 23 July 2025, providing retirement options for plan number P1XXXXX6A, that showed a value of £71,598.94; this valuation didn't include the value of the plans that had been transferred into the policy.

On 14 August 2025, Mr B sent the request for annuity quotations. And, on 19 August 2025, Mr B received a call from Aviva to clarify a point in the request. During that discussion, the call handler confirmed he would receive the quotation within two weeks.

On 20 August 2025, Mr B called Aviva to request the necessary paperwork to get an annuity quote for the correct policy value, now that all of the transfers had been completed. He made various calls to Aviva between 20 August and 2 September 2025 to chase the requested information.

On 2 September 2025, Mr B received an email with the protected rights and non-protected rights valuations. However, Aviva hadn't provided the forms Mr B requested in order to receive the annuity quotes he required.

On 3 September 2025, Mr B called Aviva again to chase the forms. During this call he was informed that this would take three working days. He also queried why the final bonus figure had dropped and asked about the loss calculation. Aviva explained that the loss calculation would be carried out once he had made his claim.

Mr B received an annuity quote on 4 September 2025, however, he noticed the value of the plan had dropped and the paperwork quoted his height incorrectly, he also noted that the retirement date was in the past. Mr B raised his concerns with Aviva on the same day and then had ongoing telephone conversations with them to chase the correct quotations.

On 19 September 2025, Mr B received an email from Aviva that said the values issued in the retirement quote dated 4 September 2025 were correct and included all three transfers. They confirmed this was the full value of the policy on 29 August 2025 and included the protected and non-protected rights. They also confirmed that the values issued on 5 June 2025 were correct. In addition, Aviva confirmed that the final bonus had reduced due to a regular with profits review having taken place between the two valuations.

Mr B responded on the same day asking for an explanation of why the final bonus had dropped during the period, when the fund value had increased over the same period and asked if there were final bonuses associated with his other policies that were transferred.

Mr B contacted Aviva by phone on 25 September 2025 to ask for an update and a call back was arranged. Aviva called back on the same day and confirmed to Mr B that his height on the quote was being corrected, and his query about the performance of his policy and the final bonus had been passed to the manual calculation team. Mr B said he wanted confirmation that he couldn't take separate annuities from the protected and non-protected rights parts of his policy and an explanation of why the final bonus had decreased.

Mr B received two further annuity quotations on 26 and 29 September 2025 and in both quotes, his height had been corrected, however both quotations still set out the same final bonus which Mr B felt was incorrect. The quotes also provided different annual annuity figures, and one said Mr B did not give permission to share his personal and medical information to obtain comparison quotes.

Mr B then called Aviva to chase the information he had requested on numerous occasions throughout October and November 2025.

On 14 November 2025, Aviva sent a letter explaining that the quotes Mr B had received in June 2025 were incorrect and provided a full breakdown and explanation of the figures. They also explained that there had been a drop in the final bonus of £3,030.37 and provided an explanation of how the with profits bonus worked.

Mr B was unhappy the letter didn't provide him with an explanation of how the final bonus had been calculated and sent an email on 17 November 2025 to Aviva to request further information. He then called Aviva on 24 November 2025 to chase their response, and a call back was arranged.

On 25 November 2025, Aviva called and said that they had chased their Actuarial team and were waiting for a response. They also arranged a call back on 2 December 2025 and called and provided an update to say that they were currently working on their response.

On 5 December 2025, Aviva issued their final response. They provided a detailed explanation of how the final bonus was calculated and confirmed the values they had previously provided in June 2025, were higher than they should have been.

Aviva apologised for the delay in providing Mr B with the information he'd requested and the errors in the information provided and paid £450 compensation for the trouble and upset they had caused. They also confirmed they would carry out a loss calculation once he had claimed his benefits and payment had been received.

Mr B sent feedback to Aviva on their final response on 10 December 2025. They responded on 12 December 2025 to confirm they had re-opened his complaint following that response. Mr B explained that he hadn't intended to reopen the complaint and Aviva confirmed that based on the contents of the email, they felt it was the appropriate course of action.

Mr B contacted Aviva on 15 January 2026 and requested new quotations. Aviva sent the quotations on 27 January 2026, however, these were produced on a level basis when Mr B had requested a quote on an escalating basis. Aviva had also omitted one of the plan's coverages. Mr B then contacted Aviva on 3 February 2026 to request the correct quotations and raise his concerns.

Aviva sent a further final response letter on 6 February 2026 apologising for the incorrect quotations. They provided the corrected quotations and confirmed the policies transferred into the plan were fully accounted for in the updated calculations.

Aviva confirmed they still intended to carry out a loss calculation to account for the delay in the transfer and the delays he had experienced in receiving the necessary information to make a decision about his retirement options. Aviva offered a further £100 for the trouble and upset they had caused.

Mr B was unhappy with Aviva's response, so he referred his complaint to this service. In summary, he said he didn't think Aviva's offer was enough in light of the inconvenience that they'd caused him.

The complaint was then considered by one of our Investigators. She said, in summary:

- When investigating his complaint, she had looked at whether the compensation offered by Aviva is fair for the delays and errors that Mr B experienced during the period from September 2025 until February 2026.
- She hadn't considered the previous complaint in respect of the delay in the transfer or the compensation that had been offered up until this point, as this was considered in the previous complaint to our service and as both parties agreed with the outcome, that part of the case was closed.
- She agreed that Aviva had caused delays in Mr B receiving the information he needed to make an informed decision about his retirement options and this had delayed him from taking the benefits from his plan as intended on his 65th birthday.
- Aviva had agreed to carry out a loss calculation to ensure that Mr B was not financially disadvantaged by the delays, however, Aviva explained that they cannot carry out a loss calculation until his claim has been paid.
- She felt that was reasonable as Aviva cannot say how the delays in providing Mr B with information will affect the benefits he receives in retirement, until the claim has been received and they know how he has decided to take his benefits, and the claim value

that is paid.

- She had considered the compensation Aviva had offered for the trouble and upset they have caused. Aviva have paid £550 in total for the trouble and upset caused by not providing correct annuity quotations and not responding to Mr B's requests for information about the final bonus in a timely manner.
- Having considered this and the facts of the case, she was satisfied this is reasonable an award of this amount, is in the range our service would normally recommend where the impact of a business's 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 lasts over many weeks or months, but it could also be fair to award in this range if a mistake has a serious short-term impact.

Mr B, however, disagreed with our Investigator's findings. In summary, he said: "*Given the length of the time delays and the number of mistakes made by Aviva regarding my annuity quotes I do not think the payment of £550 is even close to a reasonable recompense for the level of stress I have suffered. It is not even reasonable to cover the time I have had to expend to resolve the situation. Aviva have made mistake after mistake and without my intervention I fear the mistakes would have gone unnoticed to my expense.*"

Our Investigator was not persuaded to change her view as she didn't believe Mr B had presented any new arguments she'd not already considered or responded to. Unhappy with that outcome, Mr B then asked the Investigator to pass the case to an Ombudsman for a decision.

### **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 have summarised this complaint in less detail than Mr B has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mr B and Aviva in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm upholding Mr B's complaint but I won't be instructing Aviva to do anything beyond what they've already offered - I'll explain why below.

Having reviewed all of the evidence, I'm satisfied that the delays Mr B experienced between September 2025 and February 2026 in obtaining the right information needed from Aviva did cause serious inconvenience and uncertainty at a time when he was trying to put his retirement arrangements in place. I also recognise that this had a meaningful impact on his plans. However, my findings in this case can only relate to events within this period, as

Aviva's earlier actions were already fully considered in the complaint that our Investigator responded to on 13 October 2025, the outcome of which Mr B accepted at the time.

I've also taken into consideration Mr B's concerns that Aviva appeared to make the same repeated mistakes and without his intervention, some of these issues might have gone unnoticed. The evidence presented to me shows that Mr B had to contact Aviva on numerous occasions to prompt progress and correct errors, and I appreciate the frustration and additional effort that this clearly caused him. I've considered these points very carefully when assessing what would be fair in the circumstances.

However, when deciding what compensation is fair in these circumstances, I must also consider whether the impact goes beyond the level that is already recognised within the compensation range for prolonged inconvenience and upset.

I've given very careful thought to the £550 that Aviva have already offered and I've also considered the nature and duration of the delays, along with the number of times that Mr B had to contact or chase Aviva for updates and the effect that he states this had on him. I've also considered the level of awards that are typically made in similar complaints to ensure a consistent approach. While every case is assessed on its own individual facts, taking all of this into account, I consider the £550 that Aviva have already offered to be a fair and reasonable amount to recognise the distress and inconvenience caused by the more recent delays.

Finally, I have also considered whether any further directions are required. Aviva have already confirmed that they will carry out a loss calculation once Mr B's claim is finalised, and this approach is reasonable because the financial impact cannot be accurately assessed until the claim value and chosen benefit options are known. As Aviva have already committed to completing this calculation at the appropriate time, I do not consider it necessary to require any additional action in this regard.

### **My final decision**

Aviva Life & Pensions UK Limited have already offered to pay Mr B £550 to settle the complaint and I am of the opinion that amount is fair and reasonable in all of the circumstances.

So, my final decision is that Aviva Life & Pensions UK Limited should pay £550 to Mr B if they've not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 April 2026.

Simon Fox  
**Ombudsman**