

The complaint

Mr T complains that Rothesay Life Plc trading as Rothesay has failed to provide him with an individual policy document following the transfer of some pension benefits from his occupational pension scheme (“OPS”). And Mr T further complains that Rothesay has provided him with conflicting information about when his policy document will be made available to him.

What happened

Mr T held defined pension benefits that he had accrued whilst working for a former employer before his retirement in August 2019. The trustees of the OPS wrote to its members in March 2025 to confirm that the scheme was being wound up and that Rothesay was taking on the responsibility for the payment of benefits accrued under the scheme. Each member, including Mr T, was provided with information about the pension benefits that had been accrued at the point they left the OPS and were being transferred to Rothesay.

Rothesay sent a welcome letter to Mr T. It confirmed that it had taken on responsibility for his pension benefits from the OPS and that his pension benefits would not change as a result. However, it also explained that it needed to conduct some data projects to ensure the information transferred from the OPS was correct and that the projects might result in some changes (but not reductions) to the pension benefits. It said it expected to conclude that work by the end of 2026 and would then issue a policy document providing details of the benefits under the policy that was held. The letter also explained how Mr T could log on to Rothesay’s online service, and that Rothesay’s administration partner would provide the service.

Mr T says that he was unclear whether the delays issuing the policy documents applied to everyone being transferred, or just a small subset. So, on 29 July he called Rothesay to ask when his policy document would be issued. He was told his request would be passed to the administration team who would respond by email. The administration team responded to Mr T’s request telling him that the policy document was still not available but that it would be sent to him in “the near future”.

Mr T called Rothesay again on 11 September. He was told that his policy document would be available to him in his online account. Initially Mr T was unable to login and needed to request his password be reset. But then he was told that his policy document wouldn’t be available, as per the letter he received at the time of the transfer, until the end of 2026. Mr T asked Rothesay to record a complaint about what had happened.

Rothesay didn’t agree with Mr T’s complaint. It said its welcome letter had clearly set out the timescales for the issue of the individual policy documents. And it said that those timescales still applied. It told Mr T that it would be able to answer any specific queries he had about his benefits in the meantime. Unhappy with that response Mr T brought his complaint to us.

Mr T's complaint has been assessed by one of our investigators. She didn't think it was unreasonable for Rothesay to complete its data assurance exercises before issuing the individual policy documents. But she thought that Mr T had been caused some inconvenience due to the conflicting information he'd been given by Rothesay on the phone. So, the investigator asked Rothesay to pay Mr T £100 for the inconvenience he'd been caused.

Rothesay didn't agree with that assessment. So, as the complaint hasn't been resolved informally, it has been passed to me, an ombudsman, to decide. This is the last stage of our process. If Mr T accepts my decision, it is legally binding on both parties.

What I've decided – and why

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

In deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mr T and by Rothesay. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words, I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

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

I don't think the basic facts behind this complaint are in dispute, despite Rothesay's strong objections to the conclusions reached by our investigator. Rothesay sent a welcome letter to Mr T in July 2025. That letter said that individual policy documents would be issued once all the ongoing data projects had completed – and that was expected to be at the end of 2026. Mr T called Rothesay at the end of July and was told around a week later that his policy document would be made available to him "in the near future". And he was told in September that his policy document was available in his online account, before later being told that the document wouldn't be issued until the end of 2026 as originally advised.

I don't find any fault in the letter that Rothesay sent to Mr T in July 2025, or that it does not intend to issue any policy documents until its data reconciliation activities have finished at the end of this year. But it seems clear that, when Mr T called to check the information he'd been given, he was given incorrect or misleading advice on two occasions.

I've looked carefully at the extensive arguments that Rothesay has made about why that incorrect information was given. I accept that Mr T's situation (and that of the other members of the OPS being transferred) might be a little different to the other customers that are calling Rothesay's helpline. And I accept that, in an extreme analysis, it could be argued that the information Mr T was given was actually correct. "In the near future" doesn't specify an exact time – and considered against say a human lifetime a year could be considered to be in the near future. And it isn't untrue that Mr T's policy document will be available to him online. But in the context of his question, I think a shorter timeframe should have been taken to apply, than it becoming available a year later.

I don't think it unreasonable that a consumer might place greater weight on information they are given by phone or email, that appears to be tailored in response to their specific questions and circumstances, than information that is contained in what appears to be a generic mailing. I think if Mr T had considered the welcome letter to be specific to his circumstances he might not have sought additional clarification from Rothesay. So, I do find that the incorrect information he was given by telephone and email is likely to have been considered by Mr T to be more relevant than that contained in the welcome letter.

I am however mindful that the impact of that inaccurate information on Mr T is relatively minor. Rothesay has said that if Mr T wanted specific details about his pension benefits those could have been given to him regardless of whether the policy document was available. And it seems that, in September 2025, Rothesay corrected the incorrect information that had been given to Mr T relatively quickly.

But that doesn't mean that Mr T suffered no inconvenience as a result of Rothesay's errors. There was a short period of time following his first call when Mr T was expecting the policy document to be sent to him by email. And then he was expecting it to be sent in the near future. And after his September call Mr T took the time to reset his online password to access his account and view the policy document he'd been told was available.

So, I think it right that part of Mr T's complaint, relating to the incorrect information he was given on two occasions, should be upheld. I don't think Mr T has suffered any financial loss because of those errors, but as I've set out above, he has suffered some inconvenience and loss of expectation. So, I agree with our investigator that a compensatory payment of £100 would be appropriate here.

I understand that this decision does not go as far as Mr T might want – I am not making any directions that Rothesay should issue his policy document within a specific timeframe. But as our investigator has explained, Rothesay has agreed that it will provide Mr T with any specific information that he wants about his pension benefits. I leave it with Mr T to call Rothesay should he require any help of that nature.

Putting things right

As I have explained above, I think the incorrect information given to Mr T on two occasions by Rothesay will have caused him some inconvenience and loss of expectation. So, I direct Rothesay to pay Mr T £100 compensation.

My final decision

My final decision is that I uphold part of Mr T's complaint and direct Rothesay Life Plc trading as Rothesay to put things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 April 2026.

Paul Reilly
Ombudsman