Ombudsman's Determination

Applicant	Mr L
Scheme	Royal Academy of Arts Pension Scheme (**the Scheme**)
Respondents	Trustees of the Royal Academy of Arts Pension Scheme (**the Trustees**) XPS Administration (**XPS**)

Outcome

1. Mr L's complaint against the Trustees is partly upheld. To put matters right, the Trustees shall pay Mr L £1,000 in respect of the serious non-financial injustice he has sustained as a consequence of their maladministration.

2. The overpayment of the cash equivalent transfer value (CETV) is, however, recoverable.

Complaint summary

3. Mr L's complaint concerns the overpayment of his CETV from the Scheme. He is unhappy that the Trustees and XPS are seeking to recover the overpayment.

Background information, including submissions from the parties

4. The sequence of events is not in dispute, so I have only set out the salient points. I acknowledge there were other exchanges of information between all the parties.

5. Mr L was entitled to preserved benefits in the Scheme having left pensionable service on 31 May 1990. His normal retirement date (**NRD**) was in May 2023.

6. In 2014, XPS took over the administration of the Scheme.

7. On 16 December 2022, following a request from Mr L's independent financial adviser (**the IFA**), XPS sent Mr L and the IFA a CETV illustration. The enclosed statement of entitlement (**the Statement**) referred to:

   - pensionable service from 1 June 1986 to 31 May 1990;

   - final pensionable salary of £9,368;

- an annual preserved pension at date of leaving of £3,571; and
- a CETV of £245,048.

8. On 13 June 2023, following a request from Mr L, XPS paid a CETV of £245,048 to his Royal London Personal Pension Plan (No 2) (**the Plan**).

9. On 9 August 2023, XPS notified Mr L that an error had occurred in the calculation of his CETV. It said:-

   - Mr L's annual deferred pension at date of leaving the Scheme was £749.44. The previous administrators had applied annual increases of 5% to this figure for the period from his date of leaving the Scheme to his NRD. The revalued deferred pension, amounting to £3,571.04, had been incorrectly recorded as his deferred pension at his date of leaving. XPS inherited this data in 2014.
   - The error in the data resulted in Mr L's CETV being higher than it should have been. The correct CETV was £51,428. So, an overpayment of £193,620 had occurred which needed to be returned to the Scheme.

10. Mr L raised a complaint for consideration under both stages of the Scheme's Internal Dispute Resolution Procedure (**IDRP**). His complaint was not upheld by the Trustees.

11. During and after the IDRP, Mr L and the Trustees made submissions that have been summarised below.

Mr L's submissions

12. In June 2023, he took a tax-free cash sum of £38,985.96 from the Plan. This was the only withdrawal he had made to date. As at 18 August 2025, the balance remaining in the Plan was £340,397.

13. Based on the incorrect CETV, he was able to take retirement, and make further plans, including plans about making improvements to his house. He had incurred fees for the advice given by the IFA in connection with the transfer. He had not intended to get quotations for the home improvements until his complaint was resolved, and he knew where he stood financially.

The Trustees' submissions

14. On 5 February 2025, the Trustees provided a formal response to The Pensions Ombudsman (**TPO**).

15. The error in the inherited data, in respect of the deferred pension, came to light when XPS identified that the CETV it had calculated for another member of the Scheme was excessive given the member's pensionable service.

16. Mr L and the IFA should have been aware that the CETV paid to Royal London was excessive, based on his four years of pensionable service and his final pensionable salary on leaving the Scheme.

17. The Trustees understand that the bulk of the CETV has remained in the Plan. Royal London needs Mr L’s authority to recover the overpayment.

18. It would need evidence of the fees Mr L said he would not have incurred but for the overpayment, before considering whether to reimburse them. It would also need additional evidence, including details of any other pension provision and a copy of the IFA’s advice, to back up his claim that he would not have retired, when he did, had he known the correct amount of the CETV.

The Pensions Ombudsman’s position on overpayment cases – trust based schemes

19. Members of trust based occupational pension schemes who have been told that they are entitled to a higher level of benefits than they are entitled to under the trust deed and rules of the scheme often argue that:

- their benefits should not be corrected going forward; and/or
- all or part of the past overpayments should not be recovered.

20. The Pensions Ombudsman (**the PO**) recognises that under general trust law, trustees of an occupational pension scheme have an obligation to pay the correct benefits provided for under the rules of the scheme and any overriding legislation. If an error is discovered, trustees will generally have a duty to reduce the benefits to the correct level under the scheme rules in respect of future payments.

21. In very limited circumstances the applicant may be able to successfully argue that the trustees are legally prevented (estopped) from denying that the applicant is entitled to the higher benefits. However, it would be highly unusual for the courts (or the PO) to determine that such an estoppel gives right to continuation of a higher level of benefit than the applicant would otherwise be entitled to under the trust deed and rules of the scheme.[1]

22. In some circumstances, the applicant may be able to demonstrate that:

- they had been given inaccurate statements as to their benefit entitlement on which it was reasonable for them to rely; and
- they had suffered a loss as a result of their reliance on those statements.

23. An applicant may then have a claim for financial injustice/damages in negligent misstatement against the party that made the statement for any monetary loss the member has sustained. This does not mean that the overpayment is not recoverable, but the member may be entitled to be compensated for monetary loss which they can set against the claim for overpaid benefits. However, the measure of loss for negligent misstatement is to seek to put the member in the position they would have

[1] See *Catchpole v Alitalia Pension Trustees* at [47] to [58] for an example of where an estoppel was held to give a right to a benefit but noting that this would only be appropriate in unusual circumstances.

been in if the negligent misstatement had not been made. An inaccurate statement of entitlement does not give an applicant an entitlement to the promised benefit.

24. In relation to past overpayments, in general, money paid in error can be recovered, even if the party responsible for the error has been careless. However, there are circumstances where the recipient may not be required to repay some or all of the overpayment; those circumstances are where a defence against recovery applies.

25. Trustees may also have power to compromise claims in certain circumstances where there is uncertainty on whether the defences may apply. In some cases, in practice, trustees may be advised that they are not required to seek recovery of all or part of past overpayments.[2]

26. Trustees of trust based occupational pension schemes generally have two methods of recovery. Namely:

- repayment - making a claim for repayment directly from the member on the grounds of unjust enrichment; and/or
- recoupment - recovering the overpayments from future payments of pension under the principles of equitable recoupment, which the courts consider to be "a self-help remedy."

27. In general terms, in relation to a claim for repayment of the overpayments on the grounds of unjust enrichment, trustees will have a right to recover the overpayments unless an applicant can show that they have one of the following defences against recovery:

- change of position;
- estoppel by representation or convention;
- contract (that is a contractual right to keep or continue to receive the mistaken payments); or
- a limitation defence under the Limitation Act 1980 (**the Limitation Act**).

28. Equitable recoupment is not available if it is "inequitable" to rely on it as a remedy.[3] The PO is comfortable that, when carrying out any "inequity" enquiry, he can have regard to the underlying principles applied by the courts in determining whether to deny an unjust enrichment claim. These include those relating to the availability of a change of position defence or, if it adds anything in the circumstances of the case (which usually it does not), an estoppel defence.

---

[2] Trustees of trust based occupational pension schemes governed by English law generally have power to compromise claims under section 15 of the Trustee Act 1925 subject to the requirements of the Trustee Act 2000 (Schedule 1, paragraph 4). There may also be an express power to compromise claims in the trust deed and rules.

[3] *Re Musgrave* [1916] 2 Ch 417

29. The courts have confirmed that a limitation defence cannot apply to recovery of monies under principles of equitable recoupment. However, the defence of laches may be available as a specific defence to recovery of an overpayment under principles of equitable recoupment.[4]

30. The PO's position is that section 91 of the Pensions Act 1995 (**the 1995 Act**) does apply when trustees seek to exercise a right of equitable recoupment. So, trustees should not commence recovery of any overpayments by exercising the right of equitable recoupment where there is a dispute as to the amount or timing of the recovery of the overpayment, without an order of a 'competent court'.[5] TPO is not a competent court for the purposes of section 91 of the 1995 Act.[6] It follows that, if the PO determines the overpayments are recoverable, the trustees will still need an order of a competent court before starting to recover the overpayments from future pension payments under any right of recoupment. Obtaining an order of a competent court is purely administrative and the County Court (as competent court) does not exercise any judicial function at that stage in the process, so the merits of the case will not be reconsidered.[7]

31. The PO's view is that generally a period of recovery at least equal to the period over which the overpayment arose is appropriate. There may be circumstances where a shorter period is appropriate, for example where the applicant has invested a lump sum or paid it into a bank account. But there may also be circumstances where a longer period of recovery is appropriate, for example where the proposed period of recovery will cause a member hardship. The PO will generally, where the complaint cannot be resolved without the PO issuing a Determination, specify the rate and amount of recovery in the PO's directions so that the competent court can authorise the commencement of the recovery process by the trustees of the scheme at this rate.

32. In cases where the PO determines that there has been maladministration in making the overpayments, the PO has power to make a reasonable award for any non-financial injustice (distress and inconvenience) sustained in consequence of the maladministration.

33. The above sets out the PO's views very generally on the recovery of overpayments in relation to trust based schemes by reference to the PO's understanding of the current law. It is for guidance only, but sets the context in which the PO approaches trust based overpayment cases. Each case will turn on its own facts.[8]

---

[4] *Burgess v BIC UK [2018] 054 PBLR (040)*, paragraphs [169] to [172].

[5] In England and Wales this will normally be the County Court.

[6] However, it was announced in the King's speech in July 2024 that the law will be changed so that TPO will be treated as a competent court for the purposes of section 91 of the 1995 Act. Once the new legislation is in force this will reverse this aspect of the CMG decision.

[7] *Pensions Ombudsman v (1) CMG Pension Trustees Limited and (2) CGI IT UK Limited* at paragraph 56.

[8] There is a more comprehensive analysis by me of the law relating to the recovery of overpayments in trust based occupational pension schemes, on which this Determination relies, in the TPO Determination BIC UK Pension Scheme (CAS-55100-G3W9) – 19 April 2024.

Adjudicator's Opinion

34. Mr L's complaint was considered by one of our Adjudicators who concluded that there was maladministration by the Trustees, and they should pay Mr L £500 for the significant distress and inconvenience he had suffered. However, the Adjudicator's view was that the overpayment of the CETV was recoverable. The Adjudicator's findings are summarised in paragraphs 35 to 75 below.

Legal issues arising in this particular case

35. In this particular overpayment case:

- Mr L disputed whether the past overpayment should be recovered; and
- Mr L argued that, as a consequence of the negligent misstatement by XPS on which he had relied, he had sustained a financial loss.

36. Mr L had not set out any particular legal defences to recovery. However, the Adjudicator's view was that the following defences needed to be considered to form an opinion on the complaint:

- change of position;
- estoppel;
- limitation; and
- contract.

Negligent misstatement claim

37. Mr L argued that, as a consequence of being given inaccurate information about his benefit entitlement in the Scheme, he took part of his retirement benefits from the Plan. He also made further plans, including plans to make improvements to his house, that he would not have otherwise made. This is in effect a negligent misstatement claim.

38. To succeed in a claim for negligent misstatement, broadly it is necessary to show that:

- the trustees or manager owed the party, to whom the negligent misstatement was allegedly made, a duty of care. (Generally trustees of trust based schemes and managers of public sector schemes owe a duty of care to beneficiaries);
- there was a breach of the duty of care (that is the information provided was not correct and could not be made by someone exercising reasonable care);
- the person to whom the information was provided reasonably relied on the representation and has suffered loss (the "but for" test is satisfied); and

- the loss suffered was not too remote (it was of the kind falling within the scope of the duty of care).

39. In terms of reliance, it has been said that it is necessary to ask three questions:[9]

- did the applicant rely on the statements?
- was the reliance reasonable?
- would the applicant have acted differently if they had been given the correct information?

40. The aim of any damages for negligent misstatement is to put the applicant in the position they would have been in if the negligent misstatement had not been made. It does not give an applicant an entitlement to the overstated benefit.

41. The applicant would also be under a duty to take reasonable steps to mitigate their loss.

42. In the Adjudicator's opinion, the Trustees and XPS owed a duty of care to Mr L in relation to the information provided to him about his benefits.

43. It was also the Adjudicator's opinion that there had been a breach of the duty of care as the information was not correct and would not have been made by someone exercising reasonable care.

44. However, it was the Adjudicator's view that Mr L had not sustained loss as a result. Mr L said that the magnitude of the CETV drove his decision to take part of his retirement benefits from the Plan. However, in the Adjudicator's view, he had not provided any evidence that, had the correct CETV been paid, he would have done anything different. In particular, that he would not have taken part of his benefits from the Plan shortly after his NRD. Furthermore, for the reasons stated in paragraphs 60 to 62 below, the Adjudicator did not take the view that it was reasonable for Mr L to rely on the inflated CETV.

45. In relation to Mr L's plans to carry out home improvements, he put these plans on hold once he became aware that an overpayment of his CETV had taken place. So, he had not incurred any expenditure that he would not otherwise have incurred. Nor has he sustained any financial loss in reliance on the inflated CETV.

Past overpayment

46. Mr L has been overpaid his CETV.

Repayment claim

47. Under principles of unjust enrichment if someone is overpaid, generally, they have to repay the overpayment. However, it has been recognised by the courts that in some

---

[9] *Corsham v Police and Crime Commissioner for Essex* [2019] EWHC 1776 (Ch), at paragraph 173.

circumstances the member's position may be changed so that it is inequitable (unfair) to repay the overpayment.[10]

Change of position

48. To succeed in a change in position defence, it is generally considered necessary to show:

- good faith - the recipient of the overpayment must be acting in good faith;
- detriment - their circumstances must have changed detrimentally as a result of the overpayment or in anticipation of receiving it. Generally, this means that the money must have been spent and the expenditure cannot be legally or practically reversed, or any asset bought with the overpayment cannot be easily sold; and
- causation - there must be a causal link between the change of position and receipt of the overpayment (as a minimum it is necessary to show at least that "but for" the mistake the applicant would not have acted as they did).

49. If the above tests are met, it will generally be inequitable for the trustees or administrator of the scheme to recover the money. The burden of proof to demonstrate all aspects of a change of position defence is on the person seeking to rely on the defence.

50. Unlike the position in relation to an estoppel defence, it is not necessary for the member to receive an unequivocal representation of entitlement to the overstated benefit for a change of position defence to be available. It is easier to demonstrate a change of position defence than an estoppel defence.

Good faith

51. For the recipient of the overpayment to show that they had acted in good faith, it is generally necessary for them to demonstrate that they did not have actual or "Nelsonian knowledge" that they were being overpaid. If the recipient had good reason to believe that they were being overpaid but did not check the position with the trustees this would amount to bad faith.[11] However, just because a reasonable person might have realised that they were being overpaid, does not mean that the recipient of the overpayment was acting in bad faith if they did not realise.[12] Mere carelessness or negligence is not enough to establish bad faith.

---

[10] *Lipkin Gorman (a firm) v Karpale [1991] 2 AC 548* as per Lord Goff at paragraph [580C]. Lord Goff set out this principle in general terms and the courts have subsequently developed principles about where such a defence applies.

[11] See *Webber v Department for Education, Teacher's Pensions [2012] EWHC 4225 (Ch)* and *Webber v Department of Education* which applied the earlier test in *Niru Battery Manufacturing Co v Milestone Trading Ltd [2002] EWHC 1425 (Comm)* in a pensions context.

[12] See for example *Abouh Ramah v Abacha [2006] EWHC Civ 1492 Armstrong DLW GmBH v Winningham Networks Ltd [2012] EWHC 10 (Ch)* at [110].

52. Bad faith is not synonymous with dishonesty; it does not, necessarily, impugn an individual's character. It can simply mean that, if the recipient knew or had grounds for believing that the payment had been made in error, but could not be sure and failed to make reasonable enquiries, the defence would not be open to them. In making a judgment as to the recipient's knowledge of the circumstances, it is not a question of deciding what they should have known; rather, it is a question of what they knew at the time.

Detriment

53. Detriment can normally be demonstrated by the fact that the recipient has spent the money on items they would not otherwise have bought but for the overpayment. However, it is also possible to demonstrate detriment in other ways. For example, by making gifts in some circumstances.

54. It is not always necessary to show on the balance of probabilities that the overpayment has been spent on particular items which the member would not otherwise have bought, or to precisely match the expenditure to particular items.

55. The courts have established in a number of cases that a rise in a defendant's general standard of living can demonstrate detriment in a change of position or estoppel defence. It has also been confirmed that general household expenditure could give rise to an estoppel where the overpayment enabled the defendant to improve the lifestyle of their family in very modest ways.[13] This is the case even if the defendant was not able to point to a particular item of expenditure which they bought as a result of the overpayments.[14] However, the defendant was able to demonstrate that their general pattern of expenditure was higher than it would otherwise have been but for the overpayment.

56. As a change of position defence is not limited to cases where funds have been spent on specific identifiable items of expenditure, it may not be right for the court (or for that matter the PO) to apply too demanding a standard of proof when an honest defendant says they have spent an overpayment on improving their lifestyle but cannot produce too detailed accounting.[15]

Causation

57. There also needs to be a causal link between the overpayment and the change of position relied on. The applicant generally needs to at least show that "but for" the overpayment they would not have spent the money, or increased their standard of living or their circumstances would not have changed in some other way[16].

58. Unusually, and disappointingly, the Trustees did not hold a record of any communications the Scheme provided to Mr L before the date XPS took over

---

[13] See *Scottish Equitable v Derby [2000] PLR 1 (CA)* at [33].

[14] *Philip Collins Ltd v Davis [2000] 3 All ER* case (cited with approval in *Scottish Equitable v Derby*).

[15] *National Westminster Bank plc v Somer International UK Limited [2002]*

[16] *Scottish Equitable v Derby [2001] 3 All ER 818, Harrison J* at paragraphs [37]-[41]

responsibility for the administration. So, the Adjudicator was unable to consider information that would have been provided to Mr L prior to this date in relation to his preserved benefits.

59. However, the Adjudicator considered the information XPS provided in the Statement. Based on the four years pensionable service Mr L completed in the Scheme and his final pensionable salary of £9,368, XPS quoted an annual preserved pension of £3,571 as at his date of leaving the Scheme. This was more than 4.7 times the correct annual preserved pension of £749.44.

60. While the Adjudicator did not expect Mr L to have a detailed understanding of pensions, in the Adjudicator's view, Mr L would have had a basic understanding of the benefits provided by the Scheme. In particular, that the Scheme was a defined benefit arrangement which provided a pension on leaving the Scheme based on an accrual rate of 50ths of final pensionable salary. So, the Adjudicator would have expected Mr L to have had an idea of the order of magnitude of the preserved pension that he was entitled to from the Scheme.

61. In the Adjudicator's Opinion, given the magnitude of the difference between the overstated preserved pension and his actual preserved pension, the Adjudicator would have expected Mr L to have had some knowledge that his CETV had potentially been overpaid. Further, the IFA had access to the Statement. Given the IFA's role in the matter, it was in a position to have identified that the CETV quoted by XPS was very high when compared to Mr L's pensionable service in the Scheme and his final pensionable salary.

62. So, on reviewing the evidence, the Adjudicator was not satisfied that Mr L acted in good faith. The evidence supported the view that he had Nelsonian knowledge of the fact that something might be wrong but failed to check the position with the Trustees or XPS at the time.

63. In the Adjudicator's opinion, Mr L did not have a change of position defence in relation to recovery of any of the overpayment.

Estoppel

64. Broadly, an estoppel defence legally prevents (or 'estops') a party from departing from a statement or promise that it has previously made to another party. In this case, it would prevent the Trustees, and XPS, from going back on what XPS informed Mr L regarding his benefit entitlement and recovering the overpayment of his CETV. There are two types of estoppel that may be relevant here, namely:

- estoppel by representation which can apply where one party has made a false statement or representation to the other; and
- estoppel by convention, which can apply where both parties have been dealing with each other on a common understanding of fact which turns out to be false.

65. Generally, if an applicant is not acting in good faith for the purposes of a change of position defence they will also not have an estoppel defence to recovery of an overpayment. In relation to estoppel by representation, in these circumstances it will generally not be reasonable for a member to rely on any representation as to their entitlement to a benefit if they had actual or Nelsonian knowledge they might have been overpaid but failed to check the position with the trustee. In the current case, it was the Adjudicator's opinion that it was not reasonable for Mr L to have relied on any statement of entitlement to higher benefits given that he had Nelsonian knowledge that there may be an overpayment but did not check the position. In relation to any estoppel by convention defence, the defence will also fail as there will be no common understanding of the fact of the overpayment if one of the parties knows or has Nelsonian knowledge that they have been overpaid. So, it was the Adjudicator's view that an estoppel by convention defence was also not available here.

Limitation

66. Broadly, a limitation period is a time limit within which certain legal proceedings must be brought after the date of accrual of the cause of action. The relevant limitation periods are set out in the Limitation Act. These limitation periods do not apply directly to complaints that are accepted by TPO for investigation. However, the PO should not find that an overpayment is recoverable, as a matter of law, if the applicant could succeed in a Limitation Act defence.[17]

67. Under section 5 of the Limitation Act, the time limit for seeking recovery of past overpayments through repayment, under principles of unjust enrichment, is generally six years from the date the cause of action accrued. The date the cause of action accrued will generally be the date each overpayment of benefit was made. So, depending on the facts, it is possible that the trustee may only be able to recover some of the overpayments if the member can demonstrate that a limitation defence applies.

68. However, this six-year time limit can be extended where an overpayment is made on grounds of mistake. Section 32(1) of the Limitation Act provides that the period of limitation shall not begin to run until the "plaintiff [the person seeking to recover the overpayment] has discovered the … mistake (as the case may be) or could with reasonable diligence have discovered it."

69. Time stops running for limitation period purposes (**the Cut-off Date**) when TPO receives the trustees' formal response to the member's complaint.[18]

70. Given that the overpayment was made within six years of the Cut-off Date of 5 February 2025, there was no possibility of a limitation defence arising in this case.

Contract

---

[17] *Arjo Wiggins v Ralph [2009] 079 PBLR at [26]*

[18] *Webber v Department for Education [2016] 102 PBLR (024)*

71. The Adjudicator had not been able to identify the necessary elements for a contract to exist; that is, offer, acceptance, consideration and an intention to enter into legal relations of a contractual nature. In particular, he could not see that there was any intention on the part of the Trustees or XPS to enter into a legal relationship with Mr L outside of the Rules giving an entitlement to benefits otherwise than in accordance with the Rules.

Distress and inconvenience award

72. The PO has power to make reasonable awards for non-financial injustice arising because of maladministration.

73. XPS said that the information it received from the previous administrators in 2014 was incorrect and this resulted in the overpayment of Mr L's CETV. While no evidence had been submitted to support this, the Adjudicator had no reason to doubt that this was the cause of this issue. Although the previous administrators were not a party to this complaint, the Trustees had overall responsibility for the administration of the Scheme.

74. So, it was the Adjudicator's view that the overpayment had arisen as a consequence of maladministration by the Trustees and as a result of the maladministration, Mr L sustained non-financial injustice, for which he should receive an award.

75. Mr L referred to the fees that he incurred in relation to the advice he received from the IFA. In the Adjudicator's view, it was not the responsibility of the Trustees or XPS to pay these fees. Mr L was required to take appropriate advice from the IFA, and in the Adjudicator's view, he should be responsible for the payment of the resulting fees.

76. Mr L did not accept the Adjudicator's Opinion, and the complaint was passed to me to consider. In response to the Opinion, Mr L said that there was a large discrepancy between awarding £500 compensation from an overpayment of £193,620.

77. I have considered the additional point raised by Mr L. However, other than in relation to the distress and inconvenience award, it does not change the outcome and I agree with the Adjudicator's Opinion.

Ombudsman's decision

78. Mr L's complaint relates to an overpayment of his CETV from the Scheme which the Trustees and XPS are seeking to recover.

79. I am aware that, in light of the magnitude of the overpayment, Mr L would like me to consider directing the Trustees to pay more than £500. Payments for non-financial injustice awarded by me are intended to provide some modest recognition that the individual has suffered distress and inconvenience. They are not intended to be punitive. In this case I am of the view that the distress and inconvenience suffered by Mr L fell in the serious category and, as a result, warrants an award of £1,000 (and thus more than the £500 set out by the Adjudicator in his Opinion). In particular, I am

of the view that greater care should have been taken by the Trustees and XPS in ensuring that the correct CETV was paid, with the failure to do so causing a serious level of distress to Mr L.

80. In relation to the potential defences to recovery of the overpayment, I have reviewed the facts of this case and the arguments made by the Adjudicator. I find, for the same reasons as stated by the Adjudicator, that the overpayment is recoverable.

81. I uphold Mr L's complaint in part.

Directions

82. Within 28 days of the date of this Determination, the Trustees shall:

- notify Mr L of their intention to recover the overpayment of £193,620 directly from the Plan and obtain his authorisation, in a format acceptable to Royal London, to make this recovery;
- recover the overpayment from Royal London; and
- pay Mr L £1,000, in respect of the serious non-financial injustice he has sustained as a consequence of the maladministration

Dominic Harris

Pensions Ombudsman
16 October 2025