

Ombudsman's Determination

Applicant	Mrs Y
Scheme	Lindab Limited Group Stakeholder Pension Plan (the Plan)
Respondent	Royal London

Outcome

1. I do not uphold Mrs Y's complaint, and no action is required by Royal London.

Complaint summary

2. Mrs Y has complained about the delays caused by Royal London in transferring her pension to The Barclays Bank UK Retirement Fund (**the UKRF**). She said:-
 - Royal London mismanaged and mishandled her transfer request causing unnecessary delay.
 - As a result of the delay, she has suffered financial loss.
 - She should be awarded compensation for the poor service she received.

Background information, including submissions from the parties

3. The sequence of events is not in dispute, so I have only set out the salient points.
4. On 8 September 2020, Mrs Y signed and completed a transfer-in request form for the transfer of her pension benefits from the Plan to the UKRF. This included her Royal London Plan number and the following statement:

'I am thinking of transferring my pension benefits to The Barclays Bank UK Retirement Fund. Please give all the relevant information to Willis Towers Watson.'
5. On 16 September 2020, the administrators of the UKRF, Willis Towers Watson (**WTW**), wrote to Royal London regarding Mrs Y's transfer. It enclosed the following documents:-
 - Transfer-in request

- Transfer-in questionnaire
 - Transfer-in indemnity
6. On 11 November 2020, WTW chased Royal London again as it had not received a response to its previous request for information in relation to the transfer of Mrs Y's pension.
 7. On 9 December 2020, WTW wrote to Royal London for a third time as it had still not received a response to its requests.
 8. On 24 December 2020, Royal London received a request for transfer information from WTW. This mentioned previous requests of 16 September 2020 and 11 November 2020, but Royal London did not have a record of the previous requests on file.
 9. On 20 January 2021, Royal London wrote to WTW and requested a copy of its previous correspondence as these could not be located.
 10. On 28 January 2021, WTW sent Royal London an email regarding Mrs Y's transfer request as it had not received a response to the correspondence and documents previously sent by post.
 11. On the same day, WTW also forwarded the correspondence to Royal London by email, however this was sent to an incorrect email address.
 12. On 9 March 2021, WTW emailed Royal London and asked for an update on Mrs Y's transfer request as all of its previous correspondence remained unanswered. It included copies of all the previous correspondence that was sent.
 13. On 24 March 2021, Royal London responded to WTW and enclosed a general information pack which included the fund value and transfer value of the Plan.
 14. On 6 May 2021, WTW sent Royal London a further email and chased the requested Plan information.
 15. On 24 May 2021, Mrs Y chased Royal London and raised an initial complaint.
 16. On 27 May 2021, Royal London responded to Mrs Y's initial complaint. It said that whilst it had not received all the correspondence from WTW, it would allow the transfer to take place on receipt of a valid transfer request. It apologised for the delayed response. It offered Mrs Y wine and cheese as a gesture of goodwill.
 17. On the same day, Royal London also emailed WTW to chase a response to its email of 24 March 2021, which contained the general information pack. It confirmed that it had only been in receipt of WTW's letter of 24 December 2020 and email of 9 March 2021.
 18. On 30 June 2021, WTW sent an email to Royal London which appears to have not been received. In this email it explained it had written to Royal London on 16

September 2020, 11 November 2020, 28 January 2021, 9 March 2021 and 6 May 2021 and requested transfer information for Mrs Y. It requested an update on the transfer quotation and when this would be sent.

19. On 7 July 2021, WTW sent Royal London an email which attached a copy of its email of 30 June 2021.
20. On 11 August 2021, Mrs Y contacted Royal London and raised her concerns about delays to the transfer.
21. On 17 August 2021, Royal London emailed Mrs Y and WTW in response to the query it received on 7 July 2021. It stated that it had not received the communications that WTW detailed other than an email on 9 March 2021. It reiterated the transfer would take place on receipt of a valid transfer request. Royal London then reissued the Plan information in a separate secure email to WTW.
22. On 3 September 2021, WTW informed Royal London that it could not access the Plan information due the encryption service.
23. On 6 September 2021, Royal London reissued a copy of the Plan information by post to Mrs Y and WTW.
24. On 13 September 2021, Royal London received a postal paper transfer request from WTW.
25. On 3 October 2021, Royal London emailed WTW as the request received was incomplete. It said the signed documents did not include the Plan number and requested for Mrs Y to send it a signed declaration which included the Plan number to allow the transfer to proceed.
26. On 6 October 2021, Mrs Y emailed Royal London and said she had already sent a signed declaration the previous year. She said WTW had also sent a copy to Royal London the previous year. Mrs Y made a formal complaint to Royal London as her transfer request had still not been completed.
27. On 7 October 2021, Mrs Y received a complaint acknowledgment email from Royal London. She also received a further email which explained that Royal London could not accept the signed documents as they did not include the Plan number. It also said that the signed declaration from the previous year was only to provide the Plan information to WTW. Royal London confirmed that the transfer could proceed once it had the required information.
28. On the same day, Mrs Y asked Royal London to issue a copy of the form she needed to complete. Royal London explained to Mrs Y that she did not need to include anything specific and suggested editing WTW's signed letter to include the Plan number or send a cover letter which confirmed her intention to transfer.
29. On 8 October 2021, Mrs Y sent Royal London a written instruction by email which detailed the Plan number and her intention to transfer her pension to the UKRF.

30. On 11 October 2021, Royal London confirmed it had received the signed documents and forwarded this to its transfer team.
31. On the same day, Mrs Y's transfer was processed with a transfer value of £33,391.96.
32. On 20 October 2021, Mrs Y requested an update on her complaint.
33. On 21 October 2021, Royal London emailed Mrs Y and confirmed that the transfer had been processed and WTW should be in receipt of the funds. It also said it would provide a response to her complaint.
34. On 22 October 2021, Royal London provided Mrs Y with its Final Response Letter. It did not uphold her complaint and said that she had suffered no financial loss.
35. Following the complaint being referred to The Pensions Ombudsman (**TPO**), Mrs Y and Royal London have made further submissions that have been summarised below.

Summary of Mrs Y's position:-

- Royal London mismanaged and mishandled her transfer request causing unnecessary delay.
- As a result of the delay, she has suffered a financial loss which amounted to £960.90.
- She should receive an apology and be awarded compensation for the poor service she received.

Summary of Royal London's position:-

- In relation to Mrs Y's initial complaint raised on 24 May 2021, it said that whilst it had not received all the information from WTW to allow the transfer, it apologised for the delayed responses and offered her cheese and wine as a gesture of goodwill.
- The transfer request received from WTW on 13 September 2020, on behalf of Mrs Y was incomplete as it did not include the Plan number and therefore it required a written instruction from Mrs Y instead.
- Royal London was reliant on WTW requesting the transfer with the relevant policy information details and signature. As Mrs Y's request did not contain this information, it could not proceed with the transfer until it received the written instruction. When this information was received, the transfer proceeded in a timely manner.
- Mrs Y did not suffer a financial disadvantage as the funds remained invested with Royal London until the point of transfer.

- The value of the fund when the initial information was sent on 24 March 2021, was £30,912.81. The value of the fund when it was transferred on 11 October 2021 was £33,391.96.
- Royal London provided screen print evidence of the Plan history which showed there was no record that it received anything between 8 March 2021 and 7 July 2021. In addition to this, the Plan history stated 'no request to transfer' as the information had been sent on 24 March 2021 and it was awaiting the transfer request. The entry for 16 August 2021 also noted no request to transfer.

Adjudicator's Opinion

36. Mrs Y's complaint was considered by one of our Adjudicators who concluded that no further action was required by Royal London. The Adjudicator's findings are summarised below:-

- Royal London was unable to proceed with the transfer until Mrs Y had provided it with a written instruction to transfer her pension benefits. Although Mrs Y had written the Plan number on a signed instruction of 8 September 2020, this was only for information purposes and not a formal transfer request.
- Although Royal London received a paper transfer request by post on 13 September 2021, it did not contain the required information to proceed with the transfer as the Plan number was not included. It requested for Mrs Y to send a signed declaration with the Plan number in order for the transfer to proceed.
- While there were delays, Royal London could only proceed with the transfer once a valid transfer request had been received on 8 October 2021. Once this had been received Royal London carried out the transfer promptly on 11 October 2021. It was therefore the Adjudicator's opinion that there had been no maladministration by Royal London.
- The Adjudicator was of the view that Mrs Y did not suffer a financial loss as the funds were not disinvested by Royal London until the date of the transfer, so she benefited from the increased value of the funds.

37. Mrs Y did not accept the Adjudicator's Opinion, and the complaint was passed to me to consider. Mrs Y submitted further comments in response to the Opinion. In summary she said:-

- Her initial complaint to Royal London was also about the time she spent chasing the transfer of her pension and the service she experienced from staff. It was not just about the financial loss.
- She was treated unfairly and the amount of time taken to transfer her pension was unacceptable.

38. I have considered Mrs Y's further comments, but they do not change the outcome. I agree with the Adjudicator's Opinion.

Ombudsman's decision

39. Mrs Y has complained that Royal London caused delays in transferring her pension to the UKRF. As a result of the delay, she claims to have suffered financial loss and is seeking compensation for the poor service she received.
40. WTW first made a request for information in relation to the transfer of Mrs Y's pension on 16 September 2020. I recognise that Royal London only issued the requested information on 24 March 2021. However, I do not find that Royal London can be held responsible for this initial delay to the transfer process.
41. Royal London has said that the first correspondence it received from WTW was on 24 December 2020, and that it has no records of any previous correspondence from WTW. I have reviewed the letters of 16 September 2020 and 9 December 2020, both addressed correctly to Royal London. I have not received a copy of the letter of 11 November 2020.
42. Although the letters have been printed with the same postal address, I find that on balance of probabilities Royal London did not receive the letters that were sent by WTW prior to the letter it received on 24 December 2020. There is no record that the earlier correspondence was received, but as soon as Royal London did receive a letter it did act upon it.
43. As the letter Royal London received on 24 December 2020 did not include copies of the earlier correspondence which contained the information request, Royal London needed to request copies of the earlier correspondence to be able to send the required information. Royal London requested this on 20 January 2021 but only received copies of the previous correspondence on 9 March 2021. I recognise that WTW sent an email with the copies on 28 January 2021. However, this was sent to an incorrect email address. I therefore do not find that Royal London can reasonably be held responsible for this delay. Royal London issued the requested Plan information in a timely manner on 24 March 2020.
44. Having considered the evidence provided by Royal London, the screen prints provided show it did not receive any correspondence from WTW between 9 March 2021 and 7 July 2021. As the emails were addressed correctly, in the absence of any evidence confirming their receipt, I find, on the balance of probabilities that Royal London would have received the emails of 6 May 2021 and 30 June 2021 but failed to respond.
45. Royal London also did not respond to the email of 7 July 2021 in a timely manner. It is clear that this email was received, and it was clear from the email that WTW had still not received the Plan information it required. Royal London only responded to this

email on 17 August 2021, after Mrs Y contacted it again on 11 August 2021. I find this amounts to maladministration.

46. While it may have taken an unreasonable amount of time to respond to the email of 7 July 2021, it could not proceed with the transfer of Mrs Y's pension to the UKRF until it had a formal transfer request.
47. Royal London informed both Mrs Y and WTW that a valid transfer request needed to be in place to proceed with the transfer. However, a formal transfer request was only received by Royal London on 13 September 2021.
48. Royal London could not proceed with the transfer as the Plan number was not referenced on the transfer request. Although Mrs Y had written the Plan number on a signed instruction of 8 September 2020, I agree with the Adjudicator that this was only for information purposes and not a formal transfer request.
49. Following receipt of the correct and complete information on 8 October 2021, Royal London acted promptly to process the transfer of Mrs Y's pension benefits to the UKRF. Under Section 99 of the Pensions Scheme Act 1993, Trustees are required to complete a transfer within six months of receiving a valid written application. In this case, the transfer was concluded within the statutory timescales. I therefore find that there was no maladministration by Royal London in the time taken to action this part of the transfer.
50. I accept that the transfer could have been completed more promptly had all parties been more proactive, and had Royal London acted upon earlier correspondence that had been correctly addressed. However, I agree with the Adjudicator that Mrs Y had not suffered a financial loss as a result of the delay, as she has continued to benefit from the growth in value of her pension benefits in the Plan which remained invested until the date of the transfer.
51. Whilst I recognise that Royal London did delay responding to WTW on one occasion, and Mrs Y has said that she received poor service and spent time chasing Royal London, I find that the degree of non-financial injustice which Mrs Y has suffered due to maladministration by Royal London was nominal, and therefore it does not reach the threshold for the minimum award.
52. I do not uphold Mrs Y's complaint, and no further action is required by Royal London.

Dominic Harris

Pensions Ombudsman
29 July 2025

Appendix

Pension Schemes Act 1993

Section 99 (2) - (2ZA)

Trustees' duties after exercise of option

(1) Where —

- (a) a member has exercised the option conferred by section 95; and
- (b) the trustees or managers of the scheme have done what is needed to carry out what the member requires,

the trustees or managers shall be discharged from any obligation to provide benefits to which the cash equivalent related except, in such cases as are mentioned in section 96(2), to the extent that an obligation to provide such guaranteed minimum pensions . . . continues to subsist.

(2) Subject to the following provisions of this section, if the trustees or managers of a scheme receive an application under section 95 they must do what is needed to carry out what the member requires—

(a) in the case of an application that relates to benefits other than money purchase benefits, within 6 months beginning with the guarantee date shown in the relevant statement of entitlement, . . .

(b) in the case of an application that relates to money purchase benefits [other than collective money purchase benefits], within 6 months beginning with the date of the application, and

(c) in the case of an application which relates to money purchase benefits that are collective money purchase benefits, within 6 months beginning with the date of the application or such longer period beginning with that date as may be prescribed.

(2ZA) Subsection (2) does not apply if the trustees or managers have been unable to carry out what the member requires because a condition prescribed by regulations under section 95(6ZA) has not been satisfied.

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