

## Ombudsman's Determination

Applicant	Mrs E
Scheme	Aviva Personal Pension Plan (the <b>Plan</b> )
Respondent	Aviva

## Outcome

1. I do not uphold Mrs E's complaint and no further action is required by Aviva.
2. My reasons for reaching this decision are explained in more detail below.

## Complaint summary

3. Mrs E has complained on the level of customer service provided by Aviva in relation to the Plan. Mrs E states that Aviva failed to provide her with an annual benefits statement on the due date of October 2016, and when this was eventually received in November 2016, the statement was incorrect.
4. Mrs E also considers that Aviva has used inappropriate terminology in its response to her complaint, and has failed to provide information relating to changes in the level of service, since it took over management of the policy from Norwich Union.

## Background information, including submissions from the parties

5. Mrs E set up the Plan with Norwich Union, now known as Aviva, with her Plan year ending on 10 October each year. Annual benefits statements were usually received shortly after this date.
6. On 7 November 2016, Mrs E's husband, Mr E, telephoned Aviva to enquire as to when Mrs E's 2016 statement would be received. Aviva advised it would be issued by 23 November 2016.
7. On 25 November 2016, Mr E telephoned Aviva to state that Mrs E's 2016 statement had still not been received. Aviva informed Mr E that it has a period of up to 3 months from the end of the Plan year to issue a statement. Mr E did not consider this acceptable and asked to speak to a manager. When the manager confirmed the allowance of up to 3 months to issue a statement, Mr E requested to speak to someone more senior regarding the matter. He was put through to a member of the

customer resolution team, who agreed that they would call him back later that day. When Mr E was contacted some hours later, Aviva stated that the provision of Mrs E's annual statement was being dealt with as a matter of priority, and offered £50 compensation for the inconvenience.

8. On 26 November 2016, Mrs E received her annual pension statement, however, the statement was incorrect. On 28 November 2016, Mrs E received an email from Aviva, enclosing the same incorrect annual statement. Mr E telephoned Aviva to advise that the statement was incorrect, and followed up with an email to lodge a formal complaint.
9. On 29 November 2016, Aviva telephoned Mr E, confirming that an amended 2016 statement would be provided to Mrs E shortly, including a list of contributions. It reiterated to Mr E that the Service Level Agreement (**SLA**) in place allows up to 3 months from the end of a Plan year to produce annual statements. Aviva apologised for providing an incorrect statement, and explained that this was the result of its movement to a manual system for the calculation and production of statements. A letter containing the £50 compensation was then received on 2 December 2016.
10. On 9 December 2016, Mr E wrote to Aviva on Mrs E's behalf, to complain about the allowance of 3 months from the end of the Plan year to produce a statement. He also considered that the annual statements no longer appeared to cover the full 12 months, as the initial 2016 statement received only showed contributions up to 1 October 2016. It was Mr and Mrs E's position that Aviva had made significant changes to the production of annual statements, without informing its customers, and therefore challenged the 3 month allowance. Further, Mr and Mrs E considered the use of the term "Service Level Agreement" to be inappropriate and misleading, as the word "Agreement" implied Mrs E had consented to the 3 month allowance.
11. Mr E requested that Aviva provide details of all charges and fees applicable to the Plan, and again requested a correct 2016 statement. Mr E considered there had been several instances of maladministration on the part of Aviva, therefore he wanted a copy of any documents detailing the changes to the level of customer service in place, since Aviva took over management of the Plan from Norwich Union.
12. On 16 December 2016, Aviva issued a letter to Mrs E, enclosing the requested information about any charges and fees relating to the Plan.
13. On 20 December 2016, Aviva issued its final response to Mr E's complaint. It confirmed no changes had been made regarding the policy on the provision of annual statements in the Plan. It again reiterated its SLA of up to 3 months after the end of the Plan year to produce annual statements, advising that, although Mrs E had previously received statements closer to the Plan year end, it was not guaranteed these would be received so quickly every year. Aviva stated that it had not 'taken over' management of the Plan from Norwich Union. The company name was changed from 'Norwich Union' to 'Aviva', however there had been no change in

management, and it operated as the same company, therefore there had been no change to the customer service policies attached to the Plan. An amended 2016 statement was enclosed.

14. On 29 December 2016, Mrs E complained to this Office, with Mr E acting as her representative. She argued that Aviva had failed to provide a 2016 statement within a 12 month period, and it had used intentionally misleading terminology, in its use of the phrase "Service Level Agreement". Mrs E considered that Aviva had ignored her challenges to the 3 month SLA for providing annual statements, and it had failed to provide the requested information regarding the level of service a policyholder should expect since it took over management of the Plan from Norwich Union.

### **Adjudicator's Opinion**

15. Mrs E's complaint was considered by one of our Adjudicators who concluded that no further action was required by Aviva. The Adjudicator's findings are summarised briefly below.
  - It is correct to say that a benefits statement should be issued each scheme year, however this does not mean that a statement will be issued within exactly 12 months of the previous one. The Occupational and Personal Pensions Schemes (Disclosure of Information) Regulations 2013, as amended, requires that an annual statement is issued within 12 months of the end of each scheme year.
  - The 2016 scheme year on Mrs E's policy ended on 10 October 2016, therefore, Aviva had 12 months from that point to provide a 2016 benefits statement. Aviva has a personal, target to issue annual statements within 3 months of the end of the Scheme year, therefore, even if it had taken the full 3 months, the statement would still have been issued well within the terms of Disclosure.
  - Regarding Aviva's use of the term "Service Level Agreement" (SLA), the SLA represents a contract, or agreement, between the Provider, and the Administrator or Trustees of the Scheme, regarding what is considered a reasonable timeframe to calculate benefits or produce annual statements, etc.
  - Aviva has acknowledged that it did not make Mrs E aware that the SLA allows up to 3 months to provide annual statements, and that the statement, initially provided, was incorrect. A new, correct statement was issued shortly thereafter and Aviva has offered £50, as compensation for the inconvenience caused. This offer is considered reasonable.
  - In Aviva's letter of 20 December 2016, it advised that the change from Norwich Union to Aviva, was not a change of management, rather a company name change. The general terms of service were unaffected by this, so there has been no withholding of information by Aviva.

16. Mrs E did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mrs E provided her further comments which do not change the outcome. I agree with the Adjudicator's Opinion, and I will therefore only respond to the key points made by Mrs E for completeness.

### **Ombudsman's decision**

17. Mrs E considers that the Adjudicator has not addressed the complaint properly, as the focus should be on the issues raised in the complaint letter to Aviva, dated 9 December 2016.
18. I have reviewed the information on file, and it is clear to me that Mrs E's complaint concerns the failure of Aviva to provide a benefits statement in October 2016, and its alleged failure to provide information. I consider that these issues have been sufficiently addressed by the Adjudicator.
19. Mrs E has, in my view, produced no new evidence to support her case. I would therefore only reiterate the Adjudicator's point that, according to the Occupational and Personal Pensions Schemes (Disclosure of Information) Regulations 2013, as amended, Aviva had 12 months from October 2016 to provide an annual statement for that year. The fact that previous statements have been received much earlier, is simply fortuitous for Mrs E.
20. Further, I cannot see that Aviva has failed to provide any information, as it was quite clear in its response to Mrs E's complaint, dated 20 December 2016, that there has been no change of management regarding the Plan, only a change in the company name, the level of service provided remains the same.
21. Therefore, I do not uphold Mrs E's complaint.

**Anthony Arter**

Pensions Ombudsman  
18 August 2017