

Ombudsman's Determination

Applicant	Mr R
Scheme	The Stena UK 2016 Retirement Benefits Scheme (Kingfisher Wood Section)
Respondent	JLT Benefit Solutions Limited (JLT)

Outcome

1. Mr R's complaint against JLT is partly upheld, but there is a part of the complaint I do not agree with. To put matters right (for the part that is upheld) JLT should make an award to Mr R in respect of the non-financial injustice caused to him.

Complaint summary

2. Mr R complains that:
 - JLT contributed to the delays in him taking court action to amend an earmarking order.
 - JLT delayed acting on his request to draw his pension, causing the value of his pension to fluctuate.

Background information, including submissions from the parties

3. On 25 October 2002, the court made an earmarking order (the **Original Order**), in respect of Mr R's pension in the Kingfisher Wood Products Limited Retirement Benefit Scheme (the **Scheme**). It stated:

"4. (a) Upon drawing of the lump sum payable to him upon his retirement or receipt in any event of benefits under the terms of his pension scheme with Kingfisher Wood Products Ltd. Retirement Benefits Scheme ("the Pension Scheme") the Respondent shall commute the whole of the benefits capable of commutation under the Pension Scheme.

(b) The trustees or Managers of the Pension Scheme do pay or cause to be paid to the Petitioner on behalf of the Respondent a lump sum equal to 94.46% of the maximum lump sum payable to the Respondent upon his retirement or receipt of benefits under the Pension Scheme.

(c) Any such payment by the Trustee or Managers of the Pension Scheme shall be treated for all purposes as the payment by the Respondent as the party with pension rights in or towards his liability under this Order.”

4. The Original Order stated that, except where mentioned in the order, the divorcing parties would not be entitled to make any further application for financial provision in respect of their marriage once a final decree has been made. The company which administered the Scheme at the time received a copy of the order.
5. The Scheme is a final salary scheme. Mr R paid additional voluntary contributions (**AVCs**). They were invested with the providers of the Scheme’s AVC policy.
6. The Scheme rules dated 26 July 2001 (the **2001 Rules**), allows members to exchange part of their pension for a lump sum not exceeding the limits set out in the 2001 Rules.
7. The Finance Act 2004 (the **Act**), introduced a single tax regime that applies to all registered pension schemes. Generally, a scheme can pay a pension commencement lump (**PCLS**) of up to 25% of the value of the member’s benefits on retirement.
8. On 31 October 2006, a deed was made between the Scheme’s sponsoring employer and the trustees of the Scheme (the **Trustee**), in response to the Act and other new legislation (the **Deed**). Subsequently members could choose to exchange part of their retirement pension for a lump sum calculated in a manner permitted under the Act (the **A Day Change**).
9. JLT took over the administration of the Scheme in 2011.
10. On 9 December 2013, JLT sent Mr R a retirement pack showing his benefits as at May 2014, his normal pension date (**NPD**). Mr R queried why his lump sum had increased since leaving the Scheme. JLT explained that it was due to “the change in the rules” following the Act. Mr R asked for figures assuming the rules had not changed. JLT provided the details on 21 March 2014 (the **March Illustration**).
11. On 1 May 2014, Mr R’s solicitors (the **Solicitors**), contacted JLT. They advised:

“An issue has arisen over the benefits to be attached [to the Original Order] so for the avoidance of doubt we write to advise that Mr [R] does not intend to draw down his pension at the present time until he has had the opportunity of taking further advice about this.”
12. On 4 June 2014, the Solicitors asked to see the Scheme’s current Rules and the “pre A Day” Rules. They requested JLT acknowledge the enquiry on 10 June 2014.
13. JLT provided a copy of the 2001 Rules and the Deed on 19 June 2014.
14. On 29 July 2014, the Solicitors chased JLT. They also asked for a copy of the correspondence that notified Mr R about the change to the Scheme Rules. JLT replied on 29 August 2014 and apologised for the delay. JLT confirmed that it did not

have correspondence on the amendment to the Scheme Rules. JLT advised that the request had been referred to the Trustee. The Solicitors chased again on 3 September 2014.

15. JLT eventually issued its response on 20 October 2014. It restated that it did not have the required correspondence and that JLT did not administer the Scheme until 2011.
16. The Solicitors sent a further chaser on 28 October 2014. They advised that they were considering possible court proceedings over the implications for the Original Order. They asked JLT to respond urgently.
17. Neither Mr R nor the Solicitors contacted JLT again until August 2015.
18. On 12 August 2015, the Solicitors wrote to JLT. The letter said:

“We understand that changes to legislation governing the proportion of lump sums capable of being commuted upon retirement (introduced on 06 April 2006) have altered the net effect of the settlement as originally negotiated and wonder if pre “A Day” rules can be applied upon now implementing the Order so as to achieve the outcome intended? We should be grateful if you would confirm.”
19. The Solicitors chased on 9 September 2015. JLT advised that the enquiry had been referred to its technical team.
20. On 24 September 2015, JLT stated that the Trustee was bound to implement the Original Order based on legislation in force at the time Mr R’s benefits are paid out. JLT highlighted that the Original Order did not mention legislation applying at that time. JLT said that, if Mr R wanted to challenge the terms, he would need to pursue this through the courts.
21. On 25 November 2015, the Solicitors asked JLT to “revisit” the figures in the March Illustration, as they were considering taking legal action in connection with the dispute over the Original Order. They requested that JLT bring the figures “up to date.” They chased JLT on 10 December 2015. They explained that they were now making an application to the court. They asked for an urgent response.
22. On 22 December 2015, the Solicitors complained to JLT about the lack of response. JLT replied on 23 December 2015 and apologised for the delay. JLT requested payment of the fee for additional figures.
23. On 8 April 2016, JLT advised that the divorced parties would need to agree that the ex-spouse would receive 94.5% of the lump sum calculated on the pre A Day Rules. Otherwise, a court order would be required before any benefits could be paid out. On 20 May 2016, the Solicitors asked for updated figures and enclosed a cheque.
24. There followed a period of frequent telephone conversations between the Solicitors and JLT. During those exchanges, the Solicitors tried to get answers to their

questions, without success. When the Solicitors contacted JLT's Manchester handling office on 7 July 2016, they were told to contact the Orpington Office.

25. On 15 July 2016, JLT informed the Solicitors that the case would be looked at urgently the same day. On 3 August 2016, the Solicitors chased JLT. JLT apologised for not contacting the Solicitors and explained that Mr R's case was complex.
26. On 10 August 2016, JLT advised that it had requested details of Mr R's AVCs. On 25 August 2016, JLT quoted figures as at 28 August 2016 on the "Post A Day" cash basis.
27. On 31 August 2016, the Solicitors asked whether the pre A Day figures in the March Illustration still applied. The request was acknowledged by JLT the same day.
28. The Solicitors chased JLT on 2 September 2016 and 6 September 2016. JLT advised that the case was with its technical team. The Solicitors wrote again on 5 October 2016. They advised that they were now making an application to the court to vary the Original Order.
29. The Solicitors asked for confirmation, and documentary evidence, of the date the decision was taken to increase the retirement lump sum and whether it was communicated to scheme members. They said that this could prove to be relevant to the court. They also requested a response to the enquiry that they had made on 31 August 2016, concerning the pre A Day figures detailed in the March Illustration.
30. After chasing again on 14 November 2016, the Solicitors complained to JLT on 29 November 2016. The following day, JLT advised the lump sum that had been confirmed in 2001 for earmarking purposes.
31. JLT repeated that it was unable to provide any member communication in respect of the A Day Change. It said that it would obtain confirmation from the Scheme's legal advisers.
32. On 23 January 2017, the court requested that Mr R provide a statement outlining the revised order he required from the court. He was asked to explain why he should not be held to the "overall quantum" of the Original Order (**the January Order**). Paragraph five of the order stated:

"Updating pension calculations [original emphasis]

... JLT Benefit Solutions Ltd, are requested to provide figures to update their letter dated 21st March 2014, setting out the lump sums and residual pension that the applicant and respondent, respectively:

- (i) Would now receive upon implementation of paragraph 4 of the order of 25th October 2002; and
 - (ii) Would have been entitled to if the rules in force at the time the pension attachment order was made had remained in force;
- Any charge incurred in complying with the direction shall be paid by the applicant in the first instance." (**Paragraph 5**)

33. The Solicitors sent JLT a copy of the January Order on 31 January 2017. They asked JLT to also provide immediate pension figures but did not specify a retirement date.
34. On 14 February 2017, the Solicitors chased JLT. They pointed out that the figures provided on 25 August 2016, did not include the “comparative Pre A-Day figures” initially requested on 25 November 2015. They restated that Mr R wanted to draw his pension. They asked for retirement options in addition to the figures required by the court.
35. On 17 February 2017, JLT advised that the request had been referred to the Scheme actuaries and apologised for the delay.
36. The Solicitors complained to JLT on 6 March 2017, JLT issued a retirement illustration the same day. On 8 March 2017, JLT sent estimated pre and post A Day figures as at 28 May 2017. JLT warned that it did not include Mr R’s AVCs (the **March 2017 Figures**).
37. On 4 April 2017, JLT sent an illustration of “current” benefits on the pre and post A Day basis. JLT cautioned that the figures did not include the AVCs. In response to a subsequent enquiry, JLT confirmed on 11 April 2017 that the figures had been calculated as at Mr R’s NPD.
38. On 19 April 2017, the Solicitors chased JLT for a response to their letter dated 29 July 2014. They pointed out that they had chased on 11 April 2017. They explained that court proceedings were due to start in a few weeks.
39. They requested confirmation on whether the “A-Day” changes to the Scheme were communicated to members? And, if so, for a copy of the correspondence. They also asked JLT to confirm if members were not notified of those changes.
40. JLT advised that it had asked the Scheme’s legal team and client relationship manager to confirm the position urgently.
41. On 28 April 2017, following email exchanges, JLT apologised for the delay and explained that it had to check some historic records. JLT reiterated that it did not administer the Scheme at that time. Consequently, JLT could not confirm whether the changes in the Scheme Rules had been communicated. JLT provided contact details for the previous administrators.
42. On 9 May 2017, the Solicitors emailed JLT:

“As you know, we have a Trial next week concerning Mr [R’s] pension and have requested figures from you for the purposes of the proceedings. We asked you to produce the same calculation as contained in your letter to Mr [R] dated 21 March 2014 but bringing those up to date for the benefit of the Court. We first requested these figures in November 2015 and repeatedly chased them subsequently.”

...It has now been identified that [your letters dated 8 March 2017 and 4 April 2017] do not include the AVC's which were included in the [March Illustration]."

43. The Solicitors highlighted that the March 2017 Figures wrongly assumed a different retirement date to that used for the March Illustration. It was also not clear what retirement date had been used for the figures provided on 4 April 2017.
44. The following day, the Solicitors clarified that they required two letters, "both recalculating and comparing the pre-A-Day with post-A-Day implications of the attachment order for both parties, both including AVC's." They requested figures as at 28 May 2014 and 28 May 2017. They asked JLT to confirm the retirement date and that the figures included the AVCs.
45. On 11 May 2017, the Solicitors chased JLT. JLT issued updated figures as at 28 May 2014 the same day. JLT advised that it had included an AVC fund value of £26,755 in the calculations.
46. On 26 September 2017, the court dismissed Mr R's application to vary the Original Order. It ruled that the provisions of the Original Order remained in force and binding on Mr R and the Trustee (the **Final Order**).
47. Mr R was instructed to draw his retirement benefits, including "the maximum commutable lump sum", as directed in the Original Order, within seven days. He was ordered to "take all reasonable steps" to draw his benefits "by no later than 4pm 24 October 2017."
48. The same day, the Solicitors notified JLT that Mr R wanted to take his benefits straightaway.
49. On 4 October 2017, the Solicitors contacted JLT to check that the request had been received. JLT advised that a retirement pack would be sent to Mr R by 10 October 2017.
50. Following further exchanges, JLT acknowledged that an email that it had intended to send on 10 October 2017, requesting Mr R's retirement date, may not have been delivered. JLT asked for clarification from the court on whether Mr R's pension was still subject to the Original Order. JLT also requested a copy of the Final Order.
51. On 23 October 2017, the Solicitors emailed JLT a copy of the [Original] Order. They confirmed that it had not been amended following the recent proceedings. JLT replied the same day and advised that the information would be issued to Mr R by 25 October 2017.
52. An internal email that the Solicitors sent earlier that same day, says:

"Client has called following a call he made to JLT who have reported to him that they can't do anything until we send them a copy of the Order which they have requested... I said that I would look into it for him but although JLT did

request a copy of the Order in their last communication you said not to send as they had all they needed. The Order does not specifically refer to Mr [R] drawing his pension from JLT by 24 October so should we send? [Mr R] is clearly getting very agitated by the lack of progress by JLT.”

53. When he did not receive his retirement pack, Mr R chased JLT on 27 October 2017. JLT replied the same day attaching a copy of the paperwork it had issued on 25 October 2017.
54. On 1 November 2017, JLT received Mr R’s completed retirement forms. Mr R asked for an update on 8 November 2017. Mr R says he was told that JLT does not review correspondence until two weeks after it is received.
55. On 13 November 2017, Mr R asked what steps he needed to take so that his pension could be settled without further delay.
56. JLT replied on 14 November 2017. JLT explained that it would be able to process Mr R’s retirement after it had received contact details for his ex-spouse and completed the disinvestment. The same day, JLT wrote to Mr R requesting his ex-wife’s contact details. JLT apologised for not including his AVCs in his retirement figures.
57. On 16 November 2017, Mr R provided details in respect of his ex-spouse. He then emailed JLT on 22 November 2017 and asked for an indication of when their benefits would be settled. JLT replied on 24 November 2017 saying:

“I have today sent letters to both your ex spouse and her solicitors advising that we are just waiting for the AVC disinvestment to be completed and have enclosed a bank mandate form for Mrs [R] to complete.

I can confirm that we are still waiting for the AVC’s. I will chase this today and will then be able to provide a more accurate timescale.”
58. The lump sum payments were paid on 12 December 2017. On 9 January 2018, Mr R received his first pension instalment.
59. JLT’s service level agreement (**SLA**) is 10 days for retirement quotes, general enquiries, and providing information for divorce purposes. JLT’s SLA for actual retirement is five days.
60. Mr R has provided a copy of a letter he received from a former government Minister. It says that the tax free lump sum basis introduced by the A Day changes did not override scheme rules automatically. Pension schemes could have lower maximum limits (the **Letter**).

61. Mr R's position is summarised below.

- He lost three years' worth of pension payments. He had to use his limited savings to supplement his income.
- As the lump sum was accruing throughout this period, his ex-spouse gained a "windfall."
- JLT unreasonably delayed responding to their requests for information and did not call back when promised. The communication with JLT was difficult and frustrating throughout. His solicitors had to continually chase JLT and highlight mistakes and omissions in JLT's responses.
- The Original Order would not have considered that his ex-spouse would receive more than the initial amount due to her. There was no indication that the lump sum rules could change.
- Had he been made aware of the possibility of the rules changing, his solicitor would have asked for a provision to be included in the Original Order. It would have protected him from the situation that subsequently arose.
- By failing to make him aware of the effect of the changes, JLT breached its duty of care. He would have consulted solicitors in advance of taking his pension and avoided all the unnecessary delays.
- There were further mistakes and delays when the benefits were settled. JLT already had his ex-spouse's contact details on file.
- JLT has failed to address the issues that have arisen from its failure to comply with the provisions in the Original Order.
- The Letter states that JLT was not bound by the A Day changes. [His] barrister also expressed the same view. JLT hid behind the A Day rules simply because it was easier for JLT.

62. JLT's position is summarised below.

- As JLT did not administer the Scheme at the relevant time, JLT did not have the information that was requested on 4 June 2014 to hand.
- JLT advised that the Trustee was bound to implement the Original Order, based on legislation that applies at the time Mr R's benefits are settled. Mr R and the Solicitors challenged this.
- In the absence of a written agreement between Mr R and his ex-spouse, a further determination by the court would have been required before the benefits could be settled.

- The Solicitors advised that court action had been completed and asked JLT to provide retirement figures straightaway. The letter did not indicate what the outcome of those proceedings were.
 - JLT issued a retirement pack after it received confirmation that Mr R had to take his benefits based on the current Scheme Rules.
 - JLT accepts that there were delays in providing Mr R with a revised quotation following the request it received on 31 January 2017. The administration teams moved office. Also, JLT needed further advice from its technical and actuarial teams on how the figures should be calculated.
 - JLT also acknowledges that Mr R's AVCs were not included in the figures provided on 6 April 2017.
 - Due to the payroll cut off dates, the first instalment of pension was made in January 2018.
63. JLT has apologised for the above mistakes. It has offered to make a distress and inconvenience award of £500 to Mr R to put the matter right.
64. Mr R's AVCs were valued at £28,815 and £28,891 as at 9 May 2017 and his date of retirement respectively. JLT is unable to confirm how much Mr R's total money purchase pot was worth as at 31 January 2017 or 26 September 2017.
65. Mr R would like an award in respect of the alleged loss in the value of his pension. He also wants to be reimbursed the legal fees he incurred.

Adjudicator's Opinion

66. Mr R's complaint was considered by one of our Adjudicators who concluded that further action was required by JLT. The Adjudicator's findings are summarised below:-
- We agreed to investigate the delays between May 2014 and September 2017 in connection with the information that was required for a possible amendment to the Original Order. Secondly, delays after September 2017 following Mr R's request to draw his pension.
 - Mr R subsequently claimed that JLT made other mistakes between December 2013 and May 2014. Since the period before May 2014 did not form part of the complaint we agreed to look at, the Adjudicator did not comment or make any findings in respect of those issues.
 - The evidence does not support Mr R's assertion that he lost three years' worth of pension payments and incurred substantial legal fees because of JLT's administrative failings.

- The Original Order did not specify that its provisions should be implemented based on the then prevailing Scheme Rules and pension legislation. The Adjudicator noted that the Scheme Rules were amended in October 2006 to allow members to commute their pension for a lump sum on the post A Day basis.
- Given that there was a dispute between the parties, the Adjudicator considered that it would be a matter for the courts rather than for JLT to arbitrarily decide how the Original Order should be interpreted to achieve the outcome that had initially been intended.
- The court eventually determined against Mr R. Section 146 of the Pension Schemes Act 1993 prevents the Pensions Ombudsman from considering matters that have already been determined by a court. Consequently, the Ombudsman would not likely make a finding on how the Original Order should be interpreted, because that has already been considered by a court.
- JLT took over the administration of the Scheme in 2011. JLT cannot reasonably be held responsible for any failure on the part of the previous administrators to notify members of the A Day changes.
- In any event, pension schemes are not obliged to notify members of changes made to scheme rules. Nor was the Adjudicator aware of any requirement for schemes to warn members, whose benefits have been earmarked, how changes in scheme rules may impact them, or otherwise.
- In May 2014, the Solicitors indicated that Mr R did not plan to take his benefits while the dispute was ongoing. For a large portion of the intervening period, Mr R was liaising with the court to get an amendment to the Original Order. Considering this, the Adjudicator was not convinced that JLT was entirely to blame for the delays during that period.
- JLT informed the Solicitors on 20 October 2014, that JLT did not hold copies of correspondence with Mr R concerning the changes made to the Scheme Rules. The Solicitors subsequently made requests for similar information although JLT had already provided its response.
- The Solicitors received a copy of the 2001 Rules and the Deed in June 2014. In the Adjudicator's view, it should not have been necessary to later ask JLT the date the decision was taken to adopt the A Day basis. The position was confirmed in the Deed.
- The evidence also suggests that the Solicitors did not always make it sufficiently clear the information they required JLT to provide.
- There were some service issues and mistakes on the part of JLT, which also likely delayed matters. In late November 2015, the Solicitors asked JLT to "revisit" the figures issued on 21 March 2014. JLT did not request payment of its fee until 22 December 2015, almost a month later.

- The Solicitors paid for updated figures on 20 May 2016. They did not receive these from JLT until 25 August 2016.
- JLT unduly delayed providing a full response to the subsequent enquiry it received on 31 August 2016. This was not issued until 30 November 2016, three months after the request was received.
- The Adjudicator also noted that JLT was slow in providing the details it was ordered by the court to provide in January 2017. Although JLT warned that the figures quoted on 8 March 2017 and 4 April 2017 did not include the AVCs, JLT should have confirmed that this would be provided separately, if JLT could not provide AVC values straightaway. JLT ought to have known that the values were also required by the court.
- Regarding the second aspect of Mr R's complaint. The court directed that Mr R takes reasonable steps to draw his pension within 28 days of the date of the decision. Understandably, Mr R would have been anxious to finalise the process without delay.
- JLT received the request for immediate pension options on 27 September 2017. JLT eventually issued a retirement pack on 28 October 2017, outside its SLA of 10 days for retirement illustrations. The delay would likely have added to Mr R's distress. However, the Adjudicator was not persuaded that JLT was entirely to blame for this.
- A copy of the Final Order should have been enclosed with the request for retirement figures. The Solicitors should also have specified a retirement date for the avoidance of any doubt. That said, JLT compounded the issue by not including Mr R's AVCs in the figures. The Adjudicator noted that Mr R was not made aware that his AVCs had been overlooked until he had returned his forms.
- The evidence indicates that Mr R's pension would likely have been approximately £1,000 per month (net). The evidence also suggests that JLT started the disinvestment process on or around 14 November 2017, 14 days after it received Mr R's forms on 1 November 2017.
- Based on JLT's SLA, the lump sum payments should have been paid within five days of JLT receiving Mr R's AVCs from the provider. It is not clear the date JLT received the funds. The Adjudicator noted that the final value of Mr R's AVCs was £28,891, marginally higher than the AVC value of £28,815 as at 9 May 2017.
- The complaint should be upheld to the extent that JLT contributed to the distress and inconvenience this matter has caused Mr R. An award of £1,000 would remedy the injustice and cover any loss of interest.
- While Mr R's benefits were paid late, there is no corroborating evidence that JLT's maladministration directly caused the financial loss he is claiming.

67. Mr R did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mr R has provided his further comments, but these do not change the outcome. I agree with the Adjudicator's Opinion and I will therefore only respond to the key points made by Mr R for completeness.

Ombudsman's decision

68. Mr R insists that the delays on the part of JLT, caused by its failure to comply with the Original Order, resulted in a loss of £33,000 in pension over the three year period. He will never be able to recover this amount. His overall financial loss is in excess of £100,000. Consequently, the award of £1,000, "does not reflect the severity of the damage done by JLT's failure in [its] duty of care towards [him] and his pension."

69. Mr R says that this is a case of a company "riding roughshod over an individual." He is now five years into his retirement, which he should be enjoying. Instead, he finds himself in difficult financial circumstances, particularly after spending significant sums of money defending his position against JLT.

70. Mr R is adamant that both parties accepted that the Original Order was final and [legally] binding. Mr R contends that JLT is "guilty of maladministration" because JLT failed to implement its provisions. JLT should have been required to implement the "original terms", rather than be side tracked by a change in pension legislation, which was not overriding. In doing so, JLT overturned the consent order made in [2002].

71. In Mr R's opinion, the Letter supports that JLT was not bound by the A Day provisions. Consequently, JLT could have chosen to honour the Original Order, which is "enshrined in law". For JLT to suggest otherwise, and to seek to mitigate its "losses" by changing the consent order, is unfair.

72. Mr R has pointed out that, the A Day changes were introduced on 6 April 2006, five years after the consent order was agreed by the parties. The A Day changes were an attempt by the Government to simplify the rules that govern UK pension schemes by introducing a single set of [tax] rules. They were not intended to overturn the Original Order. The outcome of his complaint will determine whether he will have a comfortable pension in his retirement.

73. Mr R considers that JLT is directly responsible for a loss of his pension and legal expenses he incurred in relation to this matter. I do not agree for the reasons set out below.

74. I have read the decision of District Judge Lynda Nightingale made on 4th September 2017 as a result of Mr R's application to amend the Original Order. That application was made on the basis that the Original Order requires the Scheme to implement it according to the rules as they stand at the point Mr R takes his lump sum, not under the rules as they stood pre A Day. The application to amend was refused.

75. Mr R now contends to the Ombudsman that JLT was required to implement the "original terms" of the Order in a way which gave effect to the rules as they stood pre

A Day. I find no reason to interpret the Original Order in that way. I consider that the terms of the Original Order were clear and, as was found in the decision of DJ Nightingale, the risks which in fact arose in Mr R's case were inherent in its terms.

76. Mr R argues that JLT was responsible for him losing three years of pension payments. I do not find that JLT caused a direct financial loss in this way because it was not obliged to make payment until Mr R applied to draw his benefits. Mr R delayed drawing his lump sum until he had a decision in his application to vary the Original Order. I understand why he wished to make that application, but I do not consider that JLT was responsible for him having to make it.
77. JLT was responsible for some delays in providing Mr R with the information which he needed to make his application to vary and it failed to meet its own SLA when he applied to put his benefits into payment. That was maladministration causing distress and inconvenience, but there is no evidence from which I can conclude that JLT's delays caused or materially contributed to a delay in concluding the court proceedings which caused Mr R to make his application for benefit later than he otherwise would have done.
78. While I empathise with Mr R's position, I agree that a distress and inconvenience award of £1,000 is appropriate, given JLT's actual role in the matter.
79. I partly uphold Mr R's complaint.

Directions

80. Within 21 days of the date of this Determination, JLT shall pay £1,000 to Mr R.

Karen Johnston

Deputy Pensions Ombudsman
24 October 2019