

Ombudsman's Determination

Applicant	The Estate of Mr N (the Estate)
Scheme	Aviva Section 32 Buyout Policy (the Policy)
Respondent	Aviva

Complaint Summary

1. Mrs N, as the executor of the Estate, has complained that Aviva mishandled Mr N's application for a serious ill health lump sum (**SIHLS**). She considered that Mr N incurred a significant financial loss because he was not granted SIHLS due to delays by Aviva.

Summary of the Ombudsman's Determination and reasons

2. The complaint is upheld against Aviva because it failed in its duty of care in negligence to deal with Mr N's case before he died. It took too long to provide information to Mr N for him to have made an informed choice regarding his options before he died.
3. Aviva shall:-
 - 3.1. Calculate the actuarial value of the spouse's pension.
 - 3.2. Deduct this value and the lump sum payment already made to Mrs N from the sum which would have been paid out under the SIHLS.
 - 3.3. Pay the residual amount to the Estate together with simple interest at the base rate quoted by the Bank of England, applicable from the date the SIHLS would have been payable to Mr N (16 July 2020) to the date of actual payment.
 - 3.4. Pay £1,000 to the Estate in respect of the serious distress and inconvenience caused to Mr N before his death.

Detailed Determination

Material facts

4. Mr N held the Policy with Aviva, which was established when Mr N's defined benefit scheme, the Shephard Hill & Co Ltd Retirement Benefit Scheme, wound up. The defined benefits are fully secured with Aviva on a non-profit basis and are not held within any unitised funds. The guaranteed pension was payable at Mr N's Normal Retirement Date (**NRD**) of 65, which was in March 2017.
5. Mr N left the scheme in 1991 but did not retire at age 65. He contacted his independent financial adviser (**IFA**) for a pension review in August 2019. Between August and October 2019, the IFA corresponded with Aviva and requested transfer quotations for the Policy. The quotation was issued by Aviva on 8 October 2019, but no action was taken by Mr N in this regard.
6. On 8 January 2020, the IFA requested full policy details (**FPD**) for the Policy. On 10 January 2020, the IFA requested the FPD for Mr N's other, smaller policy held with Aviva (the **Other Policy**). On 16 January 2020, Aviva sent the FPD to the IFA regarding the other policy.
7. On 18 January 2020, Aviva sent the IFA the FPD for the Policy. It set out details regarding death benefits payable and the five year guaranteed period. It confirmed that on death prior to vesting, the five year guaranteed benefits would be paid to the Estate, and a spouse's pension would be set up.
8. In February 2020, the IFA requested a transfer quotation for the Policy which was provided by Aviva on 5 February 2020. The transfer value was £855,143.31. No action was taken by Mr N.
9. In June 2020, Mr N was diagnosed with lung cancer and was referred for chemotherapy. The diagnosis was that "small cell lung cancer was potentially controllable, but not curable."
10. On 24 June 2020, the IFA emailed his colleagues and said:

"I did email last week for support on this one and only received a reply this morning. As the client has recently been diagnosed with lung cancer, I am keen to 'get on with this one', as [Mr N] and his wife are worried about his health and how this might affect his life expectancy. This is the first time I have seen a plan like this, hence my request for help last week. He is planning on transferring to secure the death benefits vs the scheme, which is return of contributions. [Mr N] has already gone past the 'NRD' of the scheme and he doesn't plan on using the benefits during his lifetime, so I wasn't sure what ages to ask for the TVAS, not sure if it should be current age and 75 for example. In order to avoid asking Aviva for multiple requests for outstanding info, please can someone review the attached info and provide a list of all

outstanding information required, including possibly a new fund/transfer value as this doesn't appear to have a normal CETV expiry date."

11. On 25 June 2020, the IFA telephoned Aviva to inform it of Mr N's recent diagnosis and the impact on his claim on the grounds of serious ill health. He provided a letter of authority signed by Mr N and his Doctor's confirmation that Mr N had less than 12 months to live.
12. The IFA was advised by Aviva that the ill health quotation "would take 48 hours plus a bit on top (5 working days)." The IFA also enquired what the current death benefits before retirement were. Aviva told the IFA that the benefits would be valued at date of death, minus costs of widow's pension and whatever was left paid as lump sum to the estate.
13. On the same day, Aviva telephoned the IFA and said that the provided policy number was not a correct one for the Policy. It asked the IFA to provide a correct policy number, which was provided by the IFA the same day. The IFA's telephone notes record that he was told by Aviva:

"current death benefits, return of contributions...serious ill health-vesting quote, 100% of the value of the plan paid out as TFC, subject to medical info (GP)."
14. On the same day, Aviva telephoned the IFA to advise him of the death benefit in respect of the serious ill health claim and said the forms were being issued for it.
15. On 2 July 2020, the IFA requested a serious ill health quotation for Mr N's Other Policy.
16. On 6 July 2020, the IFA telephoned Aviva to chase for the requested SIHLS quotation. He was advised this would be provided by 10 July 2020.
17. On 9 July 2020, Aviva sent the IFA a serious ill health quotation for the Other Policy - which had a lump sum value of approximately £1,200.
18. On 10 July 2020, the IFA telephoned Aviva to chase for the requested information regarding the Policy and was told this would be provided on 16 July 2020.
19. On 14 July 2020, Aviva requested Mrs N's date of birth and told the IFA the quotation pack would be provided to the IFA within 48 hours.
20. On 21 July 2020, having not received the quotation pack, the IFA telephoned Aviva to raise a formal complaint and was promised a telephone call back within 48 hours. Aviva also said:

"Due to the high value amounts involved with policy...this meant further checking/ authorisation was required within the actuarial team."
21. The IFA said that he was told by Aviva it was still waiting for the figures to be calculated and it could not guarantee when this will be provided.

22. The quotation pack was not received by the IFA until late on 22 July 2020, but the IFA was still waiting for clarification from Aviva on the figures. In particular, the IFA needed the FPD to provide advice on the option of a possible transfer, so that Mr N knew all of his options.
23. On 23 July 2020, Aviva upheld the complaint, and a hamper was offered to Mr N. Aviva acknowledged that the IFA was being “misled” regarding the information about death benefits in previous telephone calls.
24. On 24 July 2020, Aviva provided further information regarding the SIHLS quotation and transfer value, including the FPD. The letter said that Mr N would need to complete the form and his Doctor would need to complete the Health Questionnaire in order to make a claim. It told Mr N that a lump sum of £664,140.76 was payable to him and circa £202,000 held back to fund the spouse’s benefit.
25. On 29 July 2020, Mr N died.
26. On the same day, Aviva sent a retirement quotation to the IFA who submitted Mr N’s claim within hours.
27. On 30 July 2020, Aviva provided a transfer value quotation for £899,103.04 for the Policy.
28. On 7 August 2020, Aviva wrote to Mrs N and set out the death benefit lump sum of £142,258.20 and spouse’s pension of £14,226.40 per annum.
29. On 20 August 2020, the IFA emailed Aviva and raised the following complaint:

“These figures are much lower than expected based on previous correspondence dated 22 July 2020 when you provided ill health retirement figures and the death benefit does not represent the transfer value quoted in your letter dated 30 July 2020.

This case has already been subject to a complaint due to your delays providing information when we notified you that [Mr N] was very ill and we were trying to get accurate information to enable either a transfer, or claim on ill health grounds, to be made.

PLEASE REFER THIS CASE BACK TO THE COMPLAINTS TEAM AND ADVISE WHAT THE DEATH BENEFITS SHOULD BE BASED ON PREVIOUS CORRESPONDENCE.” (original emphasis)
30. On 21 September 2020, Aviva sent its response to the IFA’s complaint. It said in summary:
 - 30.1. It told the IFA in its letter of 18 January 2020, that after Mr N’s NRD and on death before the benefits were taken, it would assume “the benefits were taken the day before death and the 5 year guaranteed period amount will be paid to the estate and a spouse’s pension would be set up.”

- 30.2. It had already apologised for the delay in issuing the SIHLS quotation and the complaint was closed.
- 30.3. It had provided relevant quotations setting up death benefit lump sum and spouse's pension and transfer value, as requested by the IFA.
- 30.4. While it appreciated the IFA's frustration, its correspondence dated 22 July 2020, provided the benefits payable on the grounds of SIHLS and not the death benefits payable on Mr N's death. The death benefits were different to those payable on the grounds of SIHLS and different to the transfer value.
31. On 24 September 2020, Aviva telephoned the IFA to inform that it could only pay Mrs N a death benefit lump sum of £142,258.20 and a spouse's pension of £14,226.40 per annum instead of a total amount of £664,140.76. Although it recognised there was a delay in providing the SIHLS quotation, Mr N was no longer alive to submit a signed serious ill health claim or transfer request. It also told the IFA that "although the lump sum is significantly lower on death than it is on serious ill health, the widow's pension is significantly higher (and there's a cost to this obviously)."
32. Aviva's call log with the IFA dated 24 September 2020 said:
- "I confirmed that I have been unable to locate a recording of the call he had with Sarah Rose on 23 July, but I am sorry if he was told on that call, as he's just stated to me, that the death claim lump sum value would be similar to the serious ill health claim lump sum value. I explained several times that if he had been able to listen to the call and if we did make this mistake, we would apologise for the misinformation given but it would not change the outcome in that we can only pay the death benefits that are due under the policy."
33. On 14 October 2021, Aviva paid Mrs N the death benefit lump sum of £144,147.20 which included an interest payment of £1,899.

Summary of Aviva's position

34. While it appreciated that the circumstances surrounding Mr N's Policy were urgent and sensitive, it could not be held responsible for the global Covid-19 pandemic that affected all of its service level agreements (**SLAs**).
35. Each company within the industry would have its own SLAs which were impacted due to the Covid pandemic and multiple adjudications and final decisions received from the Pensions Ombudsman (**TPO**) have confirmed this.
36. All processes within Aviva business would have been affected by the Covid-19 pandemic. The unprecedented nature of the situation meant that businesses, including Aviva were forced to make rapid adjustments to their operations in order to keep servicing their customers.

37. It did not hold a list of the specific processes that were affected, as it would have been all of them in some form or another. In addition, a serious ill health claim for one customer might have a different set of requirements than for another customer so it may be completed via a different process. So, it was not possible to say exactly how the Covid-19 pandemic, and resulting changes needed by Aviva, altered the timeline to process the claim.
38. It also believed it was unfair to apply the standard working turnaround timescales when establishing if there was a delay during that period. It was able to show the actual timeline and a revised timeline assuming there were no errors, delays or Covid-19 pandemic. However, it believed there needed to be a level of reasonability applied to the revised timeline to take into account the global situation at the time (the revised timeline of events is set out in Appendix 2).
39. It did not believe it appropriate or necessary to provide details of its working model before, during or after Covid-19 pandemic other than to say, it was necessary to make dramatic changes to how it operated the business day to day in a very short space of time. This was necessary to comply with the Government lock down rules. Those changes were unprecedented and needed time to “bed in”. During that time there were inevitably going to be disruptions to servicing, as there were with all other businesses.
40. TPO previously quoted to it that a reasonable timeframe to settle a claim is 28 days. However, a reasonable timeframe would have to take into account the circumstances of that time period in 2020, where the early stages of the Covid-19 pandemic and companies were still adapting. Both the Financial Ombudsman Service (**FOS**) and TPO were saying that their services had been affected and a backlog had occurred.
41. It did not agree to place Mrs N in “a position she would have unfortunately not been in, as it is extremely favourable to [Mrs N]”.

Summary of Mrs N’s position

42. She would like to have the option of either taking the SIHLS or the transfer value as both options were lost due to Aviva’s poor administration and misinformation.
43. Serious delays by Aviva meant that Mr N was unable to consider options before he died.
44. Aviva told the IFA that the death benefit lump sum would be similar to the SIHLS value.
45. Aviva failed to do something it should have done, to look after a vulnerable customer in a compassionate and sympathetic way.
46. All she and the IFA wanted was to make sure Mr N made the right informed choice, knowing he had limited life expectancy.
47. The death benefits she had received were much lower than expected.

48. If she and the IFA had been made aware that the death benefits were not similar to SIHLS, they would have made sure Mr N was made aware and made every effort to get the paperwork back to Aviva as quickly as possible.
49. Aviva's comment that she might be put in a situation that is in any way 'extremely favourable' shows a total lack of empathy for her situation. This was profoundly insensitive as she lost her husband after almost 50 years of marriage just as they were about to enjoy a well-earned retirement.
50. Aviva should be required to pay an award for the benefits lost by Mrs N.

Preliminary Decision

51. I issued my Preliminary Decision on 16 July 2024. While Aviva has accepted the outcome, Mrs N has made further submissions. These are summarised below, in paragraphs 52 to 55.

Summary of Mrs N's comments on the Preliminary Decision

52. While she is pleased with the outcome, she believes that "simple interest as quoted by the Bank of England" is totally inappropriate and inconsistent with the Financial Ombudsman Service who use 8% simple interest per annum.
53. In Determination CAS-38354-V5L8, the then Pensions Ombudsman directed simple interest calculated at 8% per annum. So, why is there a difference between TPO and the FOS in this regard?
54. She had to cash in some investments to help her daughter with a house purchase and this might not have been the case had Aviva made the correct settlement in 2020.
55. The average annual return achieved on her investment with St James's Place from 1 August 2020 (the time an investment could have commenced had the funds been available to her) to 4 September 2024, when Aviva provided final figures, was 6.5% net (8.125% gross of basic rate tax) - a total net return of 32.3% for the period. A

Ombudsman's Decision

56. The Policy is a Buy-Out Policy which is not set up under the trust so there are no rules governing it. Aviva provided a copy of the Policy conditions, elements of which are set out in Appendix 1. As this is a replacement policy for pension scheme benefits, the whole of the value of the Policy is payable when surrendered. Aviva's application of the Policy conditions is correct.
57. The issue then becomes a question of whether Aviva should have responded to Mr N and his IFA more quickly and if that delay resulted in Mr N becoming unable to access a SIHLS. It is clear, and not disputed, that Aviva owes a duty of care in this situation. The issue at hand was whether there was a breach of the duty (i.e. did Aviva fail to act with the skill and care of a reasonably competent administrator – in essence was this an unreasonable delay) and then whether that breach caused the

loss. In relation to the delay, Aviva has provided a revised timeline of events had the delay not occurred (see Appendix 2). This is what Aviva would expect to have happened outside of the Covid-19 period. Under this timeline, the SIHLS would have been provided by 9 July 2020.

58. Given the seriousness of Mr N's situation I would have expected Aviva to handle Mr N's request more urgently. Administrators are regularly required to deal with cases where life expectancy is less than 12 months within a short time frame, and that is reflected in the SLAs. They are tasked to provide relevant information about pension options as matter of priority – delay in these circumstances is unacceptable.
59. Aviva has argued that at the time of the IFA's requests, there was the Covid-19 pandemic which had affected its SLAs. However, it said that it does not believe "it appropriate or necessary to provide details of its working model before, during or after Covid-19 pandemic other than to say, it was necessary to make dramatic changes to how it operated the business day to day in a very short space of time."
60. Following the start of the Covid-19 pandemic, The Pensions Regulator (**TPR**) issued guidance in March and April 2020 on considerations for the pension industry arising as a result of the pandemic. In particular, there was a recognition that administrators may not be able to provide the same levels of service, and that there should be some level of prioritisation where there was under-resourcing. TPR, at that time, pointed to pensioner payments, the processing of retirements and bereavements taking priority.
61. In my view, the processing of SIHLS fell within this need for prioritisation. Similarly, TPR also issued guidance on member communications. This guidance provided that members should be kept informed of:
 - 61.1. types of members services affected, the reason for any change, delay or disruption and the steps being taken (and timescales) to restore services to normal; and
 - 61.2. any temporary changes to service levels for processing member enquiries (and what these timescales are).
62. It is also not clear to me that Mr N or the IFA were kept abreast of these issues. Rather Aviva repeatedly gave the IFA timeframes that were not met. If, as Aviva argue, its SLAs were having to be altered to cope with the pandemic, I would have expected Aviva to be transparent in setting out the new timeframes to customers, rather than promising to meet, and then missing, its own targets.
63. So, while undoubtedly, the effects of the Covid-19 pandemic caused considerable disruption for pension administrators, it would have been appropriate for cases such as Mr N's to be expedited and dealt with the highest level of urgency. Administrators should have prioritised important tasks such as the consideration and payment of SIHLS. A quick turnaround was clearly possible, as was seen with the Other Policy, but that was not the case with the Policy – it does not appear that it was given the priority expected or deserved.

64. Indeed, Aviva has itself agreed that there was a delay in providing Mr N with relevant information regarding his options to consider a SIHLS. It also agreed it provided the IFA with misleading information during their telephone conversations in June 2020. However, Aviva does not accept that Mr N suffered any financial loss. Accordingly, I find that it breached its duty of care, and failed in this instance to provide the standard required of a reasonable administrator.
65. In its annotation to the timeline, Aviva said that even if the delays had not occurred, it would have been highly unlikely that Mr N would have submitted his SIHLS claim before his death for the reasons such as the Covid-19 pandemic and there not being enough time for Mr N to have filled out the form and asked his Doctor to complete health questionnaire. It also said that the IFA was not able to submit the forms for Mr N's Other Policy, and so it was unlikely he would have been able to submit the forms for the Policy. Essentially it is arguing that Mr N, and the Estate, would have suffered the same loss even without Aviva's negligence. I do not agree.
66. Aviva's argument that Mr N "is sadly no longer alive to submit a signed transfer request or serious ill health claim" does not in any way acknowledge that if Aviva had expedited the case and there had not been instances of delay and misinformation, then Mr N would, in my view, very likely have been in a position, on the balance of probabilities, to submit a signed SIHLS claim. There is a considerable body of evidence of the IFA chasing the details needed and I have no reason to doubt it would have been followed up promptly.
67. Often it can be difficult to demonstrate financial loss on the facts in serious ill health cases, as there may not have been sufficient time to put the benefit into payment before the member died, even if the application had been dealt with more expeditiously. So, every case is viewed on its merits. However, in Mr N's case, it was clear that Aviva was informed of his terminal illness on or around 25 June 2020. If it had dealt with the matter more efficiently and at the least within its normal SLA of 10 working days, Mr N would have had sufficient time, with advice from the IFA, to choose one of the options that Mrs N contends he could have chosen, before he died on 29 July 2020. While this is not certain, it may be reasonable to hold that on the balance of probabilities he would have done so given the disparity in benefits.
68. Aviva's letter of 22 July 2020 made it clear that the payment of SIHLS, on receipt of the required medical evidence, was automatic. Given that Mr N's GP had already confirmed that he had less than 12 months to live, and the urgency of the information, I consider Mr N would have been able to arrange for return of the forms before his death. Although it is difficult to be certain of the date that the SIHLS would have been paid on, had Aviva done what it needed to do, in my view the quotation should have been provided within the five to ten working day period originally promised by Aviva (see paragraph 12 above and the timeline in Appendix, which suggests a slightly longer ten-working day period). Following receipt of that, in my view the IFA would have been able to respond within five working days as well (for example, and as a guide, see the period between the receipt of the further information on the SIHLS in paragraph 24 and the eventual claim made to Aviva in paragraph 26). That was

clearly possible, even during Covid-19, as the quotation for the Other Policy was issued in that period. On that basis, with the original request for an ill-health quotation being made on 25 June, I would have expected it to have been possible to have made the SIHLS payment by 16 July 2020.

69. So, I find that Mr N, and ultimately the Estate, suffered a significant financial loss by not being able to claim SIHLS that was payable at 100% of the Policy value. Instead, Aviva paid Mrs N a death benefit lump sum and widow's pension at a much lower value. I consider that the SIHLS would have been paid to Mr N prior to his death, on 16 July 2020, and that the sum is now payable to the Estate thereafter. However, I am mindful of the fact that Mrs N is the sole beneficiary of the Estate and so is entitled to that full sum. As a result, I must take into consideration that Mrs N has already received payments from Aviva of £142,258.20 for the lump sum and the spouse's pension per annum of £14,226.40 which she started receiving in 2021 – and those facts are reflected in the directions set out in paragraph 79 below.
70. Accordingly, I find that Aviva failed in its duty of care to provide Mr N with the requested information within a reasonable timeframe. It also failed to treat his case as urgent and deal with it with the level of sensitivity and empathy that it deserved. This left Mr N without the necessary information regarding his options during the period when he was terminally ill and undergoing treatment for cancer. I recognise that this must have seriously added to the level of distress he was suffering during this very difficult period. This amounts to maladministration and warrants the payment of an additional award for the distress and inconvenience suffered by Mr N.
71. There did not seem to have been any urgency on the part of Aviva when dealing with Mr N's case, as it took nearly a month to provide the requested quotation. It repeatedly promised, and then failed to meet, its own deadlines. During the complaint procedure, it recognised that it delayed the provision of the information and provided misleading information to the IFA in telephone calls of June 2020. It offered Mr N an apology and a hamper. I do not find this was sufficient given the circumstances of Mr N's situation.
72. I am also able to make a non-financial injustice award to the Estate as a result of the distress and inconvenience suffered by Mr N in respect of the maladministration I have found. The whole situation would, in my view, have undoubtedly caused Mr N distress and inconvenience before his death. I find that an award of £1,000 is merited for the severe distress and inconvenience suffered by Mr N before his death, as a result of these failings. Not only was Mr N suffering from a terminal illness, but dealing with this situation also materially affected him.
73. Turning now to Mrs N's claim for 8% simple interest. In a situation such as this I would normally award "the prescribed rate", under Regulation 6 of the Personal and Occupational Pension Schemes (Pensions Ombudsman) Regulations 1996 (**the 1996 Regulations**), which is simple interest at the base rate for time being quoted by the reference banks. Here "the base rate" means "the rate for the time being quoted by the reference banks as applicable to sterling deposits..." This is because it is an

award for the late payment of benefits, in this case the late payment of the SIHLS, which I have found should have been paid much earlier.

74. That in turn means I use my power to award interest under Section 151A of the Pension Schemes Act 1993, which states:

“Interest on late payment of benefit

Where under this Part the Pensions Ombudsman directs a person responsible for the management of an occupational or personal pension scheme to make any payment in respect of benefit under the scheme which, in his opinion, ought to have been paid earlier, his direction may also require the payment of interest at the prescribed rate.”

75. Consequently, the interest rate I award is as a result of TPO’s governing legislation (which is entirely different to the Financial Ombudsman Service’s). So, Mrs N’s arguments for 8% interest over base rate, or cash returns if it had been invested, are not applicable to a case such as this.
76. Mrs N has referred to Determination CAS-38354-V5L8, in which my predecessor directed 8% simple interest. Each case is considered on its particular merits. The facts of that case were different to those here, and the interest awarded followed a Court judgment. As I have explained above, my normal approach in these circumstances is to award simple interest at base rate.
77. Mrs N also argued that she had to cash in investments to help her daughter purchase a house, but I find that argument too remote from a causation perspective. This was a voluntary financial decision, upon which Mrs N was not reliant. So, I consider that Aviva cannot be held responsible for any potential loss that may have resulted from the withdrawal.
78. I uphold this complaint.

Directions

79. Within 28 days of the date of my Determination, Aviva shall:-

- 79.1. Calculate the actuarial value of the spouse's pension.
- 79.2. Deduct this value and the lump sum payment already made to Mrs N from the sum which would have been paid out under the SIHLS.
- 79.3. Pay the residual amount to the Estate together with simple interest at the base rate quoted by the Bank of England, applicable from the date the SIHLS would have been payable to Mr N (16 July 2020) to date of actual payment.
- 79.4. Pay £1,000 to the Estate in respect of the serious distress and inconvenience caused to Mr N before his death.

Dominic Harris

Pensions Ombudsman
14 October 2024

Appendix 1

Extract from the Policy's 'General Provisions'

"V. The policy may be assigned or surrendered but only on the conditions set out in regulation 2 of the Occupational Pension Scheme (Discharge of Liability) Regulations 1985. Subject to certain requirements, these conditions include provision for (a) a transfer into an occupational pension scheme or a personal pension scheme or (b) the replacement of the Policy by another policy or contract which is appropriate within the meaning of section 52C (4) of the Social Security Pensions Act 1975.

...

If this General Provision is invoked:-

- (a) The whole of the value of the Policy shall be transferred or surrendered and
- (b) Payment of the value of the Policy to the trustee, administrator or (where appropriate) insurer of the receiving arrangement will discharge the Society from all liability to provide benefits under the Policy."

Appendix 2**Revised timeline provided by Aviva based on standard SLA prior to Covid pandemic.**

7 June 2019	IFA called Aviva and requested a vesting quotation for the Policy.
12 June 2019	Aviva sent the IFA a retirement quotation.
2 October 2019	IFA requested a transfer form.
8 October 2019	Aviva issued a transfer form to the IFA.
8 January 2020	Aviva received a letter from the IFA requesting FPD.
10 January 2020	Aviva received a letter from the IFA requesting FPD for other policy.
16 January 2020	Aviva issued FPD for the other policy.
18 January 2020	Aviva issued FPD for the Policy.
5 February 2020	Aviva issued transfer quotation for the Policy
25 June 2020	IFA requested serious ill health quotation. (normal service level agreement (SLA) is 10 working days for a response)
9 July 2020 (10 working days later)	Aviva issued serious ill health quotation to IFA.
30 July 2020	IFA telephoned Aviva to notify of Mr N's death.

Aviva's annotation:

“It is not possible to establish exactly when the FA/PH would have returned the completed Seriously Ill Health Forms as these were never returned however it is important to note that the FA did not return the forms for the other policy prior to date of death, despite having these. Further to this, once we had issued the forms to the IFA it was then down to him to get these to the policyholder who would need to complete them and pass them to their Doctor to fill in a section of the form before they could return them to the IFA along with ID and post this back to Aviva. As this was the height of the Covid pandemic with Doctor's over run and, it is very unlikely it would have been possible to get this done and the forms returned along with ID before the policyholder sadly died on 29th July 2020.”