

Ombudsman's Determination

Applicant	Mr Y
Scheme	Turner & Townsend Final Salary Pension Scheme (the Scheme)
Respondents	Buck (the Administrator) 2020 Trustees (the Trustee)

Outcome

1. I do not uphold Mr Y's complaint and no further action is required by the Administrator or the Trustee.

Complaint summary

2. Mr Y complained that the Administrator provided incorrect information and delayed providing him with his normal retirement quotation (**NRQ**) and answering his queries.

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. I acknowledge there were other exchanges of information between all the parties.
4. Mr Y was a deferred member of the Scheme, a defined benefit occupational pension scheme.
5. Under Regulation 16 of the Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013 (**the Regulations**), a deferred member of a defined benefit pension scheme must be given their NRQ within two months of requesting it.¹
6. Under Regulation 20 of the Regulations, a member of a defined benefit pension scheme must be given their NRQ within one month of their pension becoming payable.²
7. On 4 February 2019, the Administrator received Mr Y's request for a NRQ for retirement commencing in January 2020.

¹See the Appendix

²See the Appendix

8. On 1 April 2019, Mr Y contacted the Administrator to pursue his request for the NRQ.
9. On 10 April 2019, the Administrator apologised to Mr Y for its delay in providing the NRQ. It said its delay in responding to his letter of 1 April 2019 was because the Scheme actuary was reviewing figures regarding his pension benefits. It said that Mr Y's NRQ was being reviewed and would be issued on 15 April 2019.
10. On 15 April 2019, the NRQ was issued to Mr Y.
11. On 16 January 2020, the Administrator received a request from Mr Y for retirement forms and a revised NRQ.
12. On 22 January 2020, Mr Y emailed the Administrator, informing it that he had not received the revised NRQ.
13. On 24 January 2020, Mr Y's retirement forms, including the revised NRQ, were issued.
14. On 28 January 2020, the Administrator received Mr Y's completed retirement forms and progressed the settlement of his benefits. It sent Mr Y a letter stating the following:-
 - It had paid Mr Y's tax-free cash lump sum.
 - Mr Y's pension would be paid from 30 January 2020 and in advance.
 - Mr Y's first pension payment would be in his account by approximately 20 February 2020 and would include arrears backdated to his retirement date of 30 January 2020.
15. On 31 January 2020, Mr Y was paid his tax-free cash lump sum. His monthly pension commenced in February 2020.
16. On 24 February 2020, Mr Y sent the Administrator a formal letter of complaint about his retirement process. He said he had expected to receive his retirement forms by the end of 2019 but did not receive them until a few days before his retirement date. He said this left him little time to reply. He contended that if he had not pursued the forms and replied quickly, he would not have received his retirement forms before his retirement date. He requested £1,000 in settlement of his complaint.
17. On 27 February 2020, the Administrator sent Mr Y an acknowledgment of his complaint.
18. On 13 May 2020, in its full response to Mr Y's complaint, the Administrator said it was unable to accept his request for redress. It said that although it could have managed his expectations better, it had provided his benefit quotations within the statutory timeframe. It said its delay in responding to Mr Y's complaint of 24 February 2020 was due to "current circumstances".

19. On 29 May 2020, Mr Y sent the Administrator a further letter of complaint about his retirement process. The Administrator said it received the letter on 11 June 2020. Mr Y contended that his pension benefits were not quoted within the statutory timeframe. He said that The Pensions Advisory Service (**TPAS**) informed him that it is normal practice for a person to receive their retirement forms six weeks before their retirement date. He told the Administrator that TPAS also said a defined benefits scheme member who takes their benefits at their normal retirement age should receive their pension illustration automatically within one month of their pension becoming payable.
20. On 19 June 2020, in response to Mr Y's complaint, the Administrator stated that although it did not provide Mr Y with the service it would have liked, it did not breach the statutory timeframe for quoting his benefits. It stated that under the statutory timeframe, it had until 28 February 2020 to issue the NRQ. It said that a full review of Mr Y's case had been undertaken by the Scheme actuary and employees of the Administrator who had not previously been involved in his complaint. It said its delay in responding to Mr Y's complaint was due to "current circumstances". It rejected Mr Y's complaint and informed him about the Scheme's Internal Dispute Resolution Procedure (**IDRP**).
21. On 29 June 2020, Mr Y asked for the IDRP to begin. The Administrator sent him the full details of the IDRP.
22. On 1 September 2020, Mr Y sent the Administrator the completed formal application to invoke the IDRP.
23. On 15 October 2020, the Trustee informed Mr Y that his IDRP complaint was not upheld. The Trustee rejected Mr Y's complaint on the basis that Mr Y had received the information requested within the statutory timeframe and was in receipt of the benefits to which he was entitled under the Scheme.

Summary of Mr Y's position

24. The Administrator repeatedly failed to respond to his requests for information without his prompting, and sometimes then provided incorrect information.
25. He should be paid £1,000 in settlement of his complaint, in recognition of the distress and inconvenience he experienced.

Summary of the Administrator's position

26. It could have managed Mr Y's expectations better. It usually expects to respond to Scheme members, settle their benefits and issue their retirement packs more quickly. However, the delay in its response to his original complaint was partly due to the COVID-19 pandemic. It issued Mr Y's NRQ within the statutory timeframe and provided his benefits in a timely manner. Mr Y suffered no financial loss.
27. It typically issues a quotation of a Scheme member's retirement benefits three months before they reach normal retirement age. It did not do so in Mr Y's case, as it

had already provided him with an NRQ approximately nine months before his normal retirement age, in April 2019, in response to his request for a quotation.

28. It had completed a full investigation into Mr Y's complaint and sent him two apology letters, which was adequate to settle his complaint.

Adjudicator's Opinion

29. Mr Y's complaint was considered by one of our Adjudicators who concluded that no further action was required by the Trustee or the Administrator. The Adjudicator's findings are summarised in paragraphs 30 to 37 below.
30. Mr Y requested a NRQ on 4 February 2019, and received it on 15 April 2019. This was outside the statutory timeframe of two months, by 11 days. In the Adjudicator's opinion, the Administrator's failure to comply with its usual timescales and the statutory timeframe for providing the first NRQ amounted to maladministration. However, in the Adjudicator's opinion, this maladministration did not have a detrimental impact on Mr Y.
31. Mr Y requested a NRQ for the second time on 16 January 2020. He received his retirement forms, including the new NRQ, on 24 January 2020. This was within the statutory timeframe of two months. This was also in line with the requirement to provide a NRQ within one month of retirement, as Mr Y's retirement date was in January 2020.
32. Mr Y interpreted the statutory framework to have required that the NRQ was provided within one month before his retirement date. Under the Regulations, the NRQ could have been issued within one month after the retirement date, until 28 February 2020. Mr Y also referred to the statement by TPAS that normal practice is for a person to receive their retirement forms six weeks before their retirement date. However, this is not a requirement for a defined benefit scheme. So, in the Adjudicator's opinion, there was no maladministration by the Administrator in this regard.
33. Mr Y made a formal complaint to the Administrator on 24 February 2020. The Administrator acknowledged his complaint within three days and took three months to issue its full response. In the Adjudicator's view, it is understandable that the disruption to work activities caused by the COVID-19 pandemic contributed to the delay in the issuing of the IDRPs response.
34. The Administrator issued its response to Mr Y's complaint of 29 May 2020 on 19 June 2020. In the Adjudicator's view, this length of time was reasonable.
35. The Administrator sent Mr Y details of the IDRPs on 29 June 2020. It took until 1 September 2020 for Mr Y to send the completed formal IDRPs request. So, in the Adjudicator's opinion, the Administrator cannot be held responsible for any delay during this period.

36. The IDRП response was issued on 15 October 2020. In the Adjudicator's view, this was reasonable.
37. It was the Adjudicator's opinion that Mr Y experienced a minor delay in the issuing of his first NRQ, and a delay in the response to his first complaint. However, in the Adjudicator's view, the Administrator adequately addressed this by completing a full investigation into Mr Y's complaint and sending him two apology letters. In the Adjudicator's opinion, the apologies by the Administrator were sufficient in the circumstances, so the Administrator should not be required to make a financial award to Mr Y for any distress and inconvenience he may have experienced.
38. Mr Y did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mr Y provided his further comments, which I have noted but they do not change the outcome. Mr Y said:-
- He is concerned that only the respondent's timeline of events was considered by the Adjudicator. He contended that delays in the Administrator actioning his request for information in 2012 should have been factored into the Opinion outcome.
 - It took almost eight months for him to receive a statement of his preserved pension which he requested in 2012.
 - The Adjudicator's summary of his complaint in the Opinion was too simplistic.
 - He experienced serious distress and inconvenience because of the maladministration of the Administrator. Accordingly, an apology is not sufficient redress; the Administrator should pay him £1,000.
 - He received the NRQ 11 days late; however, if he had not pursued it, he would have received it later.
 - The fact that he received his retirement pack only a few days before his retirement date caused him to experience distress and inconvenience, as he had little time to reply.
 - The delay in the issuing of the IDRП response was more than 'slight', especially as it was incomplete, inadequate and not impartial.
 - His complaint was not handled in accordance with the Administrator's complaints handling procedures; it was not handled impartially, thoroughly or fairly.

Ombudsman's decision

39. Mr Y complained that the Administrator delayed in actioning his requests for information and responding to his complaints. He said the apology issued by the Administrator for this was not sufficient, and that he should instead be paid £1,000.

40. Mr Y contended that the Administrator's delay in providing him with a statement of benefits between 2012 and 2013 should be taken into account in deciding the outcome of his complaint. This additional complaint falls outside my jurisdiction because it was made outside of the time limits within which legislation requires that a complaint should be brought to me to investigate and determine. I note that Mr Y has been provided with a full decision letter explaining why events from that time period cannot be taken into account regarding this complaint.
41. I accept that Mr Y experienced distress and inconvenience. However, I do not agree that this amounted to serious distress and inconvenience for which the Administrator should pay him £1,000.
42. The Administrator provided Mr Y's NRQ of April 2019 11 days later than the deadline set out in the statutory framework. It issued its full response to Mr Y's complaint of February 2020 in three months, rather than the two-month period I would consider to be good practice in usual circumstances. I accept that the delay in issuing the NRQ of April 2019 amounted to maladministration, given that it was outside the legislative timeframe, as well as the respondent's usual timescales. There was no significant event giving rise to a reasonable expectation that such a delay would occur. However, the delay in the Administrator's response to Mr Y's complaint of February 2020 could reasonably have been expected, given that this was during the height of the COVID-19 pandemic, which caused significant disruption to work activities in many professions.
43. Mr Y's request for a NRQ on 16 January 2020 was actioned within the legislative timeframe. Similarly, the Administrator provided full responses to each of Mr Y's complaints of 29 May 2020 and 1 September 2020, in each case in the following month.
44. Accordingly, I consider that Mr Y experienced two practical delays in the Administrator's responses to him, one of which amounted to maladministration. I note that the Administrator issued apologies to Mr Y and provided him with explanations for the delays.
45. For these reasons, I find that while Mr Y did experience distress and inconvenience, this was of a limited rather than significant nature and an apology was adequate redress.
46. Mr Y said that if he had not actively pursued the NRQ of April 2019, he would have received it later. I do not make findings based on events that might have transpired if circumstances had been different.
47. Mr Y said the Administrator did not consider his complaint impartially, thoroughly or fairly. In its letter to Mr Y dated 19 June 2020, the Administrator said that a full review of his case had been undertaken by the Scheme actuary and employees of the Administrator, who had not previously been involved in his complaint. I have seen no evidence disproving this.

48. In its letter to Mr Y dated 10 April 2019, the Administrator informed Mr Y that its delay in responding to his letter of 1 April 2019 was because the Scheme actuary was reviewing figures regarding his pension benefits. In its letters to Mr Y dated 13 May 2020 and 19 June 2020, the Administrator informed Mr Y that its delays in responding to his complaints of 24 February 2020 and 29 May 2020, were due to “current circumstances”. Given that a nationwide lockdown as a result of COVID-19 was in place at the time, I find that Mr N could have reasonably been expected to interpret that the COVID-19 pandemic was the set of circumstances being referred to. While I accept that this could have been expressed more explicitly, this does not change my view that overall, the Administrator demonstrated that it considered Mr N’s complaint thoroughly and fairly.
49. Mr Y said the Adjudicator’s summary of his complaint in the Opinion was too simplistic. It is our normal practice to provide a brief summary outline of a complaint which is then expanded upon in the subsequent account of the factual background. This is what was done and I am satisfied that Mr Y’s complaint was investigated satisfactorily,
50. I do not uphold Mr Y’s complaint.

Anthony Arter CBE

Deputy Pensions Ombudsman
19 September 2023

Appendix

The Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013:

Regulation 16

Statements of benefits: non money purchase benefits

16.—(1) The information mentioned in paragraph (2) must be given in accordance with this regulation where—

(a) the member has rights to benefits that are not money purchase benefits,

(b) the member requests that information, and

(c) information has not been given to that member under this regulation in the 12 months before that request.

(2) The information is—

(a) for active members, the information listed in Parts 1 and 2 of Schedule 5,

(b) for deferred members, the information listed in Parts 2 and 3 of that Schedule,

(c) for pension credit members, the information listed in Part 4 of that Schedule.

(3) The information must be given as soon as practicable but no more than two months after the date the request is made.

(4) In this regulation “pension credit member” means a person who has rights under the scheme that are attributable (directly or indirectly) to a credit under section 29(1)(b) of the 1999 Act (creation of pension debits and credits) or under article 26(1)(b) of the Welfare Reform and Pensions (Northern Ireland) Order 1999(1).

Schedule 5

Statements of benefits: non money purchase benefits

PART 1

Information for active members

1. The amount of any benefits (and how they are calculated) that would be payable on a date specified by the trustees or managers of the scheme if the member of the scheme were to die in service.

2. One of the following amounts, chosen by the trustees or managers of the scheme, of the member’s benefits and survivors’ benefits calculated without regard to possible increases in the member’s salary—

51. (a) the amounts that would be payable from the date benefits are payable if pensionable service were to end on a date specified by the trustees or managers of the scheme,
 52. (b) the amounts that would be payable from the date benefits are payable if pensionable service were to end on the member attaining normal pension age, or
 53. (c) the amounts that would be payable from the date benefits are payable if pensionable service were to end on a date agreed between the member and the trustees or managers of the scheme.
3. The amount of the member's pensionable remuneration on a date specified by the trustees or managers of the scheme.

PART 2

Information for active and deferred members

4. The date on which the member's pensionable service started.
5. A summary of the method for calculating the member's benefits and any survivors' benefits.
6. Details of how any deduction from benefits is calculated.

PART 3

Information for deferred members

7. The date the member's pensionable service ended.
8. The amount of the member's benefits and survivors' benefits payable from the date benefits are payable.
9. The amount of the member's pensionable remuneration on the date pensionable service ended.

PART 4

Information for pension credit members

10. The amount of the member's benefits and survivors' benefits payable from the date benefits are payable.
11. A summary of the method for calculating the member's benefits and any survivors' benefits.
12. Details of how any deduction from benefits is calculated.

Regulation 20

Second information on accessing benefits

20.—(1) The information mentioned in paragraph (2) must be given to a person in accordance with this regulation where benefit under the scheme has, or is about to, become payable to the person.

(2) The information is the information listed—

(a) in paragraphs 6 to 9 of Schedule 7, and

(b) in Part 1 of that Schedule where the person has an opportunity to select an annuity under any rights and options in relation to the death of the member.

(3) The information mentioned in paragraph (2)(a) must be given—

(a) where benefit becomes payable on or after normal pension age before benefit becomes payable, if practicable and in any event within one month after benefit becomes payable, or

(b) where benefit becomes payable on a date before normal pension age, within two months of that date.

(4) The information mentioned in paragraph (2)(b) must be given to the person having the opportunity mentioned in that paragraph before benefit becomes payable.

Schedule 7

Information to be given by schemes that relates to accessing benefits

PART 1

Information to be given to persons having an opportunity to select an annuity

1. A statement that the person has an opportunity to select an annuity.
2. A statement that the person has an opportunity to select the provider of the annuity.
3. A statement that different annuities have different features and different rates of payment including annuities that provide—
 - (a) the same payments every year,
 - (b) increasing payments every year,
 - (c) payments only for the person,
 - (d) payments for the person's spouse or civil partner,
 - (e) a guarantee on the early death of the person.
4. Either—

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(a)an explanation of the characteristic features of the annuities referred to in paragraph 3,
or

(b)a copy of guidance giving that explanation that has been prepared or approved by the
Regulator.

5. A statement that the person should consider taking advice about which annuity is most
suitable for them.

PART 2

Information on accessing benefits for members and survivors

6. The amount of benefit that is payable.

7. If benefit is payable periodically—

(a)any conditions for continuing to make the payments, and

(b)any provisions which would allow the payments to be altered.

8. Any rights and options that persons have on the death of the member or beneficiary of
the scheme.

9. Any procedures for exercising the rights and options referred to in paragraph 8.

10. The provisions (or, as the case may be, a statement that there are no provisions)
under which the pension payable to the survivor of a member or beneficiary of the scheme
may or will be increased and the extent to which such increases are dependent on the
exercise of a discretion.