

Ombudsman's Determination

Applicant	Mr L
Scheme	ExxonMobil Pension Plan (the Plan)
Respondents	The Trustee of the ExxonMobil Pension Plan (the Trustee); and the administrators, Willis Towers Watson (WTW)

Outcome

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

Complaint summary

2. Mr L complained that WTW delayed the payment of the Cash Equivalent Transfer Value (**CETV**) to his Self-Invested Personal Pension (**SIPP**)
3. Mr L said that this resulted in a delay in his transferred benefits being invested, causing him a significant financial loss as well as time and effort in pursuing the matter.

Background information, including submissions from the parties

4. The sequence of events is not in dispute, so I have only set out the salient points.
5. On 26 February 2021, WTW issued a transfer pack to Mr L. It included a guaranteed CETV of £210,839.47, which was guaranteed until 26 May 2021. The transfer pack stated:-

"If we [WTW] receive the 'Transfer agreement' and financial advice confirmation after the guarantee expiry date of 26 May 2021, we will work out the transfer value again and it may be higher or lower than the value quoted on the enclosed statement of entitlement. If the final transfer value goes up, or goes down by less than 10% of the value shown on the statement, we will go ahead and pay the revised transfer value. Otherwise, we will issue a new quotation. We will issue a new quotation in all cases if these documents are received more than one month after 26 May 2021."

6. On 22 April 2021, WTW issued an overseas transfer pack to Mr L. It said:-

“Please return the filled forms to: ExxonMobil Pension Plan, PO Box 545, Redhill, Surrey, RH1 1YX (**the Redhill Office**).”

7. On 20 May 2021, Mr L's Independent Financial Advisor (**the IFA**) sent the completed transfer forms to Towers Watson Ltd, c/o Exxonmobil Pension Plan, Watson House, London Road, Reigate, Surrey, RH2 9PQ (**the Reigate Office**).
8. On 21 May 2021, the completed transfer forms were received at the Reigate Office. As the forms were received at the incorrect address, they had to be reposted to the Redhill Office.
9. On 1 June 2021, the completed transfer forms were received at the Redhill Office, where the forms were scanned and indexed into WTW's systems.
10. On 21 June 2021, WTW sent a letter to Mr L which explained that he had failed to return the completed transfer forms before the expiry of the guarantee period of the CETV. The letter also explained that WTW had recalculated the CETV, and the revised transfer value had reduced by more than 10%. The new CETV quotation was £188,826.01.
11. On 24 June 2021, Mr L wrote to the IFA and queried the status of the transfer of his pension.
12. On 25 June 2021, the IFA confirmed that it had written to WTW on 21 June 2021 to ask about the transfer payment as it had not been received.
13. On 25 June 2021, Mr L contacted WTW regarding the transfer of his pension.
14. On 28 June 2021, WTW sent a copy of the letter that was issued on 21 June 2021 to Mr L.
15. On the same day, Mr L asked the IFA to confirm when the transfer forms had been sent to WTW, as he was informed that they were received too late.
16. On 29 June 2021, the IFA confirmed to Mr L that the completed transfer forms were sent on 20 May 2021 by special delivery and that they would have been received by WTW the next day.
17. On 30 June 2021, the IFA provided Mr L with a screenshot from Royal Mail Special Delivery which showed that the transfer forms were delivered and signed for on 21 May 2021.
18. On the same day, Mr L provided WTW with evidence of the Royal Mail Special Delivery which showed that the transfer forms were received by the Reigate Office on 21 May 2021.
19. On 6 July 2021, Mr L asked WTW for an update on his transfer payment.
20. On 19 July 2021, WTW made the transfer payment of £210,839.47 to Mr L's SIPP.

21. On the same day, Mr L raised a formal complaint against WTW. The complaint was acknowledged on 22 July 2021.
22. On 11 August 2021, WTW provided an initial complaint response to Mr L. It confirmed that it still needed to review the case for financial loss due to the delay and would get back to him accordingly.
23. On 7 September 2021, WTW wrote to Mr L and said that it would need evidence of financial loss. It requested unit prices on the actual investment day. Mr L provided this information on the same day.
24. On 14 September 2021, WTW informed Mr L that his complaint had been referred to the complaints team, and that his case was being treated as a priority.
25. On 30 September 2021, WTW provided an update to Mr L. It informed him that the calculation for the potential financial loss had been referred to the complaints team, and that it expected to be able to respond to him by 6 October 2021.
26. On 1 October 2021, WTW telephoned Mr L and left a voice message where it confirmed that it had recently sent an email to him, and it asked him to call back.
27. On 6 October 2021, WTW provided a second update on Mr L's complaint. It said it was not in a position to respond as the complaints team were reviewing some new information. It said it was aiming to provide response by 13 October 2021.
28. On 14 October 2021, WTW provided its final response not upholding Mr L's complaint.
29. On the same day, Mr L responded to WTW. He disagreed that he was informed of the correct address to send the transfer forms to and that it was not included in the transfer pack issued on 26 February 2021.
30. On 21 October 2021, WTW responded to Mr L and confirmed that the correct address was not stated on the transfer pack sent on 26 February 2021, but that it was included within the email that the transfer pack was attached to and all further emails from WTW.
31. It also said that the correct address was included in the overseas transfer pack that was issued on 22 April 2021. It therefore did not consider that Mr L's proposed financial loss was a result of maladministration by WTW.
32. Following the complaint being referred to The Pensions Ombudsman (**TPO**), Mr L and WTW have made further submissions that have been summarised below.

Summary of Mr L's position:-

- WTW did not provide any clear guidance as to where they wanted the completed transfer forms to be sent. The original transfer pack of 26 February 2021 did not contain a return address.

- It was reasonable to not have taken into account any information contained within the overseas transfer pack of 22 April 2021, as it was sent two months later than the original transfer pack and he did not intend to request an overseas transfer.
- He did not feel any uncertainty in where to return the transfer forms as the address that was used was a registered WTW address in the UK.
- He views WTW's decision to honour the original CETV as full recognition of the fact it was in possession of all forms before the deadline of 26 May 2021.
- WTW took a long time to inform him that it did not consider that the transfer forms had been received within the guarantee period. It was in possession of all of the forms on 1 June 2021, yet it took them almost three weeks to issue a response.
- WTW repeatedly failed to meet their own deadlines during the transfer process and the complaints process.

Summary of WTW's position:-

- It recognised that the transfer of Mr L's pension took slightly longer than it would ordinarily expect due to the delay in the correct office receiving the completed transfer forms. However, it does not consider that the delay was due to maladministration by WTW.
- The processing of the transfer of Mr L's pension was delayed due to the IFA sending the completed transfer forms to the incorrect address. Although the Reigate Office is a WTW office, the administration of the Plan and the scanning facilities operated out of the Redhill Office. As the transfer forms were received at the Reigate office, it required the forms to be reposted to the correct address and the scanning team to process the documents once they were received.
- The correct address for the Redhill Office was included in the overseas transfer pack and in the signatures of all emails from WTW to Mr L and the IFA.
- In accordance with its procedure, WTW ran security checks and recalculated the CETV based on the understanding that the transfer forms were received outside guarantee period, which had expired on 26 May 2021. WTW wrote to Mr L on 21 June 2021 to confirm that the value had reduced by more than 10% and asked if he wanted to continue with the revised transfer value again, acting within the correct procedure.
- The transfer of Mr L's pension was completed within a reasonable timeframe and within the statutory requirements of six months of the date of the CETV. WTW also agreed to honour the original CETV of 26 February 2021.
- It does not consider that it was responsible for any maladministration and so no compensation is due from WTW.

- It provided an initial response to Mr L's complaint within four weeks of receiving the complaint. It required further information on the perceived financial loss before a final response could be provided, and this information could only be finalised once the transfer had been settled.
- Following the receipt of the information, the full complaint could be considered. Although the final response was issued outside of the normal timescales of four weeks, it did provide Mr L with updates on the progress of the case and a revised timescale for receiving a full response, which is in accordance with its complaint procedure.

Adjudicator's Opinion

33. Mr L's complaint was considered by one of our Adjudicators who concluded that no further action was required by the Trustee and WTW. The Adjudicator's findings are summarised below: -

- The Adjudicator considered that it would not be appropriate to hold WTW responsible for the IFA's decision to send the completed transfer forms to an address which was not included in any of the correspondence from WTW.
- In the absence of clear guidelines of where to return the completed transfer forms, it was the Adjudicator's view that it would have been more reasonable for the completed forms to be sent to the Redhill Office, as WTW did include the Redhill Office address in the signature of all its email correspondence with Mr L and the IFA. Mr L or the IFA could also have contacted WTW to confirm the correct address.
- As Mr L's completed transfer forms were received at the Redhill Office after the guarantee period of the CETV had expired, WTW followed its standard process and carried out security checks and a recalculation of the CETV. WTW acted appropriately and based on the information it had at the time, so it was the Adjudicator's opinion that its actions did not amount to maladministration in this instance.
- It was WTW's standard process to carry out security checks and a recalculation of the CETV before it could issue a new quotation, and Mr L had been informed of this process in the transfer pack of 26 February 2021. It was therefore the Adjudicator's opinion that WTW issued the letter of 21 June 2021 in a timely manner.
- WTW did complete the transfer of Mr L's pension within a reasonable timeframe, after it received confirmation that the completed transfer forms were received at the Reigate Office within the guarantee period. WTW did also honour the original CETV of 26 February 2021, so the Adjudicator did not consider that its actions amounted to maladministration.

- WTW followed its standard complaints procedure during the investigation of Mr L's complaint. WTW acknowledged Mr L's complaint and provided an initial complaint response within its standard timeframe. It also provided Mr L with regular updates until it was able to issue the final response. The Adjudicator was of the view that its actions did not amount to maladministration.

34. Mr L did not accept the Adjudicator's Opinion, and the complaint was passed to me to consider. Mr L submitted further comments in response to the Opinion. In summary he said:-

- He only received the letter of 21 June 2021 electronically on 28 June 2021. There were a number of mistakes in the letter. He believes that this should be considered maladministration within the broader context of all of the issues and delays.
- WTW stated incorrectly that the original transfer pack contained the return address twice. The mistake was acknowledged by WTW the first time; however he considers that WTW mishandled his complaint because the mistake was repeated again in its formal response to TPO.
- WTW failed to provide an update within five working days, and did not provide an initial response to his complaint until 11 August 2021, despite multiple chasers from him.
- Neither the response from 11 August 2021 nor the subsequent response from 14 September 2021 contained any timing estimates, which left him completely in the dark.
- He did not receive a copy of WTW's complaint procedure until 14 September 2021.
- WTW informed him that it would provide a final response by 13 October 2021. However, the final response was not provided until 14 October 2021, which was after the deadline had passed.
- He considers that all of these delays illustrate how the matter was handled overall.

35. I have considered Mr L's further comments, but they do not change the outcome, I agree with the Adjudicator's Opinion.

Ombudsman's decision

36. I find that WTW was not responsible for any unreasonable delays to the transfer of Mr L's pension.
37. In the transfer pack that was issued to Mr L on 26 February 2021, WTW set out what its process was if the completed transfer forms were received after the expiry of the

guarantee period. WTW received the completed transfer forms at the Redhill Office on 1 June 2021, after the guarantee period had expired.

38. Based on the information it had at the time when it recalculated the CETV, WTW acted appropriately, and informed Mr L that the value of the new CETV was 10% lower than the CETV of 26 February 2021. This did not amount to maladministration.
39. I accept that WTW could have given clearer instructions where to return the completed transfer forms, but I do not find that it is responsible for the IFA's decision to send the transfer forms to the Reigate Office.
40. The Reigate Office address was not included in any of WTW's correspondence to the IFA or Mr L and I agree with the Adjudicator that it would have been more prudent to send the completed transfer forms to the Redhill Office, which was included in the signatures of all of WTW's email correspondence to Mr L and the IFA. Alternatively, they could have contacted WTW, by email or by telephone, to confirm the correct address.
41. I further find that WTW did not delay informing Mr L that the completed transfer forms were received after the expiry of the guarantee period. It was WTW's standard process to complete security checks and recalculate the CETV before it could issue a new quotation to Mr L, which was done on 21 June 2021. I do not find that the time taken to complete these steps was excessive and agree with the Adjudicator that its actions do not amount to maladministration.
42. Mr L has said that he did not receive the letter of 21 June 2021 until 28 June 2021, and that the letter contained several errors. I do not find that WTW can be held responsible for the delay that Mr L experienced in receiving the letter, as it was addressed correctly. In respect of the errors that Mr L has pointed out, these seem to be clerical errors, and do not amount to maladministration as the contents of the letter was still clear.
43. WTW completed the transfer of Mr L's pension within a reasonable timeframe, after it was provided with evidence that the completed transfer forms were received at the Reigate Office before the expiry of the guarantee period. Importantly, it also honoured the original CETV of 26 February 2021. Again, I do not find that these actions amount to maladministration.
44. Mr L has said that WTW failed to provide a response to his complaint within its stated timeframe, and he was left in the dark about when he would receive a response. Mr L has also said that the final response to his complaint was delayed by one day.
45. I appreciate that Mr L considers these mistakes to be symptomatic of how WTW handled his complaint and the transfer process overall. However, WTW broadly followed its standard procedure during the investigation of Mr L's complaint. It did not give a specific timeframe in its acknowledgment email or in its initial response, but it did explain the next steps and followed up within a reasonable timeframe.

CAS-79622-T6S2

46. In any event, the timescales set by the Trustee and WTW were targets and the intention is for the WTW to aim to perform certain agreed actions within the given timeframe. The timescales are not legally binding and missing them by a short amount of time does not amount to maladministration.
47. I do not uphold Mr L's complaint, and no further action is required by the Trustee or WTW.

Dominic Harris

Pensions Ombudsman

12 December 2024