

## The complaint

Mr C is unhappy that Phoenix Life Limited trading as Standard Life (Standard Life) have said he doesn't have a protected retirement age.

## What happened

Mr C had a personal pension scheme (PPS) which he signed up to in April 2001 with Standard Life. Within the application form Mr C was asked to choose at what date he wanted his pension to begin between age 50 and 75. He selected age 63. Mr C transferred his PPS away from Standard Life in 2022.

Mr C got in touch with Standard Life in early 2024 to ask them to provide evidence of his protected retirement age. They wrote to him in May to let him know the plan he held with them did not have a guaranteed retirement age of 55.

Mr C complained to Standard Life and they issued their final response on 21 June 2024. They said Mr C's policy did not contain a protected retirement age and so didn't uphold his complaint.

Mr C was unhappy with this response, so he referred his complaint to this service. He said that the Finance Act 2022 offers protection to his retirement age as he had an unqualified right to receive his pension at age 55.

Standard Life provided the scheme rules of the PPS Mr C had held with them. Section 5 of the scheme rules set out the "*Date Member's Benefit Starts*", under "**PAYMENTS**" it states:

*"5.3 Subject to Rules 5.5 to 5.10, payment of benefit from the Member's Fund commences on such a date as chosen by the Member, but cannot be earlier than Normal Minimum Pension Age."*

Rules 5.5 to 5.10 provide for where a member may be incapacitated, suffering serious ill-health or had a previous right to take benefits before the normal minimum pension age (NMPA), for example if a member had transferred in with a protected right. NMPA is defined within the scheme rules as:

*"has the meaning given in section 279(1) of the Finance Act 2004"*

Section 279(1) of the Finance Act 2004 gives the meaning of NMPA as:

*"(a) in relation to, and to a member of, a pension scheme that is not a uniformed services pension scheme—*

*(i) before 6 April 2010, 50,*

*(ii) on and after that date but before 6 April 2028, 55, and*

*(iii) on and after 6 April 2028, 57"*

An investigator reviewed Mr C's complaint, they didn't uphold it. They said that Mr C's pension with Standard Life didn't have a protected retirement age and so they were right in letting Mr C know this.

Mr C responded to the view, he provided a link to another provider's website which explained situations where some members will still be able to take their pension benefits prior to age 57 (after April 2028). The Investigator discussed these with Mr C but they didn't change the Investigator's opinion that Mr C's Standard Life pension did not provide him with a protected retirement age.

Mr C has argued that if the legislation is to be read as the Investigator suggested then a large proportion of the population would be delayed in taking their pension benefits for two years.

As Mr C remained unhappy with the Investigator's opinion. He asked for an Ombudsman to review his complaint.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When considering what's fair and reasonable in the circumstances, I need to take account of relevant law and regulations, regulator's rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the relevant time.

I know this will come as a disappointment to Mr C, but, having reviewed matters I am not upholding his complaint. I will go on to explain why.

It is not my role to comment on a change in legislation and how that may affect the general population. Rather, it is my role within Mr C's complaint to decide if Standard Life have treated him fairly and in line with the rules and regulations.

I have reviewed the link Mr C provided to this service for another providers technical notes on the protected pension age. The guide sets out that a member of a pension may have a protected right to retire before the NMPA. It sets out some requirements, one of which is to say that a member needed to have had an unqualified right to take their benefits before the age of 55, or 50 where the member had a special occupation.

The relevant legislation provides for the NMPA to increase from 55 to 57 from 6 April 2028. I have considered the rules set out within the legislation. It's important to note, as Mr C has said, that in order for him to have a protected pension age which is under the NMPA, he needed to have been part of a scheme that allowed benefits to be taken from an age under 57.

I have been provided with a copy of the scheme rules. These do not set out that Mr C can take his benefits at a set age – ie under 57. Instead, the scheme rules set out that a member (Mr C) can't take benefits from the scheme *earlier than Normal Minimum Pension Age*. The rules go on to explain the normal retirement age has the meaning as given in Section 279(1) of the Finance Act 2004. Section 279(1) says that after 6 April 2028 the normal minimum retirement age is 57.

So – if Mr C had still been a member of the scheme, he would not have been able to take his benefits earlier than the normal minimum pension age – which as set out by the Finance Act 2004 will be 57 after 6 April 2028.

I appreciate Mr C's comments about his interpretation of the meaning '*unqualified right*'. But I don't think that is relevant to his circumstances. As set out the scheme he was a member of would not allow him to take his benefits earlier than the NMPA. So, whilst he had the right to take his benefits when he chose, he couldn't choose to take them before the normal minimum pension age. And so, he didn't have a protected pension age. I appreciate this is not the outcome Mr C was hoping for. But, based on the relevant regulations he didn't have a protected retirement age when he was a member of the PPS with Standard Life. And so, I can't find that Standard Life have provided him with incorrect information.

### **My final decision**

I appreciate this will come as a disappointment to Mr C but I'm not upholding his complaint about Phoenix Life Limited trading as Standard Life.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 January 2025.

Cassie Lauder  
**Ombudsman**