

The complaint

Mr H complains that he received poor service from Aviva Life & Pensions UK Limited ("Aviva"). He says, amongst other things, that it ignored his requests and instructions and that he is now being required to send three letters each time he makes a deposit.

He wants money held as cash to be invested retrospectively; deposits to be accepted without the need for letters; signed for letters to stop; and compensation for the distress and inconvenience Aviva has caused.

What happened

Our investigator set out in some detail what happened, and I won't repeat that again here. Mr H's main complaint points are that:

- He asked for the advisor to be removed from his account and this wasn't done for some time.
- He makes two deposits each month and Aviva insists on paperwork being completed which will result in him having to send three letters for each deposit. It's ignored his requests to change this process.
- Without specific instructions, his deposits have been held in cash, rather than invested in line with his previous fund target instructions.
- Aviva continued to send him "signed for" letters after he'd told them the inconvenience and difficulty this causes him.
- His instructions have been ignored and he's being unfairly pressured to resume use of an advisor.

Aviva accepted it had made some errors. In particular it apologised for continuing to send him "signed for" letters, for the confusion over removing the advisor from his account, for not setting out at an earlier stage the implications of removing the advisor; and the delay in sending Mr H the relevant forms for a £100,000 transfer. It paid him £175 for the resulting inconvenience. It explained its service was designed for consumers with financial advisors and with online access and it said that without an advisor and with Mr H requiring all communication to be by post, transactions would take longer and would require Mr H to complete more paperwork.

Our investigator concluded Aviva should have done more to assist Mr H. He said Aviva:

- Hadn't recognise the impact of Mr H's communication needs and his lack of telephone and computer access. It failed to warn Mr H of the increased paperwork burden that would be required of him.
- Hadn't acted on Mr H's requests to change his postal paperwork to 'not signed for' and hadn't recognised the significant inconvenience that caused him.

- Failed over many months to respond to Mr H's many requests for help with his large ISA transfer.

And he thought Aviva should pay an additional £200 compensation.

The investigator explained that this service couldn't tell Aviva to change the way it operates under its agreed terms and conditions.

Aviva agreed with the investigator's conclusions. It also said it would make a further adaptation of its processes for Mr H. It said it would use the current source of wealth information it held for Mr H for any future investments, provided he confirmed in writing that he had read the required documentation and that his investment choice and split were the same as for previous contributions.

Mr H didn't agree. He said, in summary, that:

- Matters remain outstanding which Aviva hasn't dealt with.
- He told Aviva his cash deposits should be invested as before, but this wasn't done. He should be compensated for Aviva's failure to invest his money.

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.

Firstly, I'm very aware that I've summarised this complaint in far less detail than the parties and in my own words. There is a considerable amount of information here but I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

The investigator provided a detailed summary for both parties. And he set out in detail the reasons for the conclusion he reached. Having considered everything very carefully, I find I have come to the same conclusion as our investigator for largely the same reasons. In summary:

Aviva made some mistakes and should have provided a better service to Mr H. It's acknowledged this, and apologised.

In view of Mr H's disabilities, it was obliged to make reasonable adjustments to allow him to continue to access its service. I find it has done this – by agreeing to communicate by post; and by recently offering to use the current source of wealth form for future investments where Mr H's investment choice and split are the same as for his previous contributions.

I am sorry Mr H is facing difficulties using Aviva's service. And I know he feels he is being blamed for this. But the service Aviva offers, as set out in its terms and conditions, is an online platform supported by an independent financial advisor. Mr H has chosen to remove his advisor. In doing so, he will naturally have more administration to complete which would have previously been completed by the advisor.

I don't find there's an obligation on Aviva to back-date the investment of Mr H's deposits. I'm satisfied that the deposits were held as cash, as set out in Aviva's terms and conditions, pending specific investment instructions.

Aviva has already paid Mr H £175 for the distress and inconvenience its poor service caused. It's agreed to pay an additional £200 as recommended by our investigator. I consider this to be fair and reasonable in the circumstances. As outlined above, some of the inconvenience Mr H is now facing has not been caused by mistakes made by Aviva; rather by the lack of support from an advisor on the account – which is how the account is set up to operate.

The investigator clearly set out Mr H's options for going forward – to continue with the service on the basis offered by Aviva; to reappoint an advisor to remove the administrative burden; or to move to a new provider who can offer a more tailored service to meet Mr H's needs. Mr H will need to decide what the best course of action will be for him going forward. In the meantime, if he decides to accept this decision, Aviva has agreed to adjust its service as outlined above.

Lastly, Aviva has sent us copies of recent correspondence with Mr H. I can see that he has complained about some other matters. To be clear, I can only decide on the matters he referred to us in May 2021.

My final decision

My final decision is that Aviva Life & Pensions UK Limited should pay Mr H £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 July 2022.

Elizabeth Dawes
Ombudsman