

The complaint

Ms S complains that Aviva Life & Pensions UK Limited ('Aviva') held an incorrect postal address for her. This has caused her concern over the security of her personal information; specifically that financial documentation has been sent to the wrong address.

What happened

Ms S took out a Friends Provident (then UK Provident) with-profits policy on 17 May 1977 on a joint basis with her former husband. Aviva later took over operation of the policy.

In June 2018, she contacted Aviva about the policy with an enquiry about the maturity value, which was expected within the next few years. She also checked her contact details, as she had gone through a divorce in 2009 whereby she and her former husband's home had been sold. From that point on, she had held the policy in her sole name.

At that time, Ms S was unable to clear security via telephone, and was only able to do so once she gave her ex-husband's details. It transpired that Aviva held her ex-husband's current address for the policy – somewhere Ms S had never lived. Ms S was therefore concerned that her personal information had been shared with him - without her consent.

She later supplied Aviva with a copy of her passport and a handwritten letter regarding her change of details, in which she asked Aviva to explain why it had attributed the wrong postal address to her policy. However, Aviva did not supply any response.

In April 2021, the policy matured and Aviva wrote to Ms S at the correct address. It also wrote to her in June 2021 asking about what she wanted to do in respect of her maturity value. Ms S then complained about the issues with her address, as previously raised in 2018. She said she remained concerned about the breach of her personal information.

In August 2021, Aviva upheld the complaint. It explained how, prior to 2013 it had sent Ms S statements to her former marital home address. However, it then received a 'gone away' returned post notification, so statements had stopped being issued. It did not know how it had come to hold Ms S's former husband's details as an address for Ms S, but it confirmed her address was now correct and that it had not had any material effect on the policy or its maturity value.

Aviva accepted its standards had fallen short and it sent Ms S a cheque for £175. However, Ms S did not cash the cheque. She lodged her complaint with this service in October 2021.

Aviva initially suggested the complaint was outside of the time limits applying to this service but it later consented to it continuing.

Our investigator agreed that Aviva should have done more than it had; it ought to have ensured it held the right address for Ms S. He noted that Ms S's former husband had updated Aviva so this explained why there was a change to the policy – it was solely by Ms S from 2009 onwards. But it had failed to establish the right address for her, though Ms S hadn't raised any concerns about that until 2018. While Ms S had suffered no financial loss,

she was upset to learn that Aviva had not written to her correctly, and this caused her worry. He agreed that £175 was an appropriate value of compensation in those circumstances.

Ms S made some further written submissions, noting:

- she didn't cash the cheque because she didn't think it was appropriate to do so whilst the complaint had been referred to this service;
- the cheque will have expired in February 2022;
- whenever she has moved, she has always contacted appropriate businesses;
- it was bewildering to her that Aviva had her former husband's new address as a means of contact regarding her sole policy;
- she had sent written updates regarding her address;
- despite this, Aviva never wrote to her or acknowledged her letters;
- it was only in 2018 that she queried matters as she expected her policy would soon mature;
- though Aviva hadn't updated her address in 2009, it had changed her surname following her divorce— she could not fathom why it had done one and not the other;
- she found having to confirm her former husband's address on the call to be humiliating, as he now lives with his present wife at that address;
- if she didn't know those details, she questions whether Aviva would even have paid the maturity value to her at all;
- she hadn't instigated separation of the policy;
- she had yet to receive the proceeds of the policy;
- it was Aviva's staff member that suggested on the telephone that he considered its actions had been a serious data protection breach;
- she wants an ombudsman to review the complaint.

Aviva did not add any further comments.

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.

I recognise that Ms S was particularly upset because Aviva couldn't clarify why her ex-husband's current address came to be on her personal documentation following severance of the policy – as this caused her a great deal of upset upon discovering that issue in 2021 because of a specific history, which I will not set out here.

As our investigator has explained, Aviva has since been able to evidence the letter it received from Ms S's ex-husband dated 22 December 2009. In that letter, he explained that they had recently divorced, he changed his address and he understood that Ms S would arrange to sever the policy – to which he agreed. So, Aviva (at that time, Friends Provident) split the policy and paid Ms S's ex-husband his proportion of the policy's maturity value.

Though her ex-husband had suggested she would do so, it appeared Ms S did not contact Friends Provident until 2018, by which time she had discovered that the policy had transferred to Aviva. Nonetheless, I realise that Friends Provident should have sought to establish where Ms S required contact going forwards, because it knew the address for the property Ms S and her former husband had lived at would no longer be in use.

I must clarify for Ms S that we are not a regulator; that duty falls to the Financial Conduct Authority. We are an informal dispute resolution service and my role is to reach a fair outcome based on the evidence before me. Similarly, if Ms S has outstanding concerns

about data protection, that is a matter for the Information Commissioner's Office.

Since Aviva has rightly accepted that it made mistakes, I need to consider whether its proposal for a payment of £175 for the impact of those mistakes - upset caused to Ms S - was appropriate in the circumstances, and I believe it was. It has explained why it changed the address, and while it should have only done so for Ms S's ex-husband, it failed to identify that Ms S would have her own, different, address. It also did not tell Ms S that it had acted on her request in 2018 or why things had happened as they did. For that, it has proposed a reasonable compensatory sum based on the impact of its administrative failings on Ms S.

Though I know she says otherwise, I've not seen any evidence that Ms S contacted Aviva to change her address until 2018. Though it did not confirm it had made the change, Aviva did correctly update Ms S's contact details at that time. What it didn't do is tell her why it had failed to do so in 2009. I have considered the impact of this, and Ms S's further complaint in 2021 below.

Putting things right

The compensation which applies here is consideration of the upset and distress Ms S has been caused when finding out that ongoing policy information had been forwarded to her ex-husband, though he had declared his intention to cease the policy in 2009. I can see how concerned and distressed Ms S has been about that and why.

Our awards are not punitive; we do not award compensation to discipline businesses. Instead, we make limited compensatory awards which account for the impact of any upset caused. Ms S can review our website for guidance around awards if she requires. Aviva has already suggested an award in the range of what would be considered reasonable if I had made that direction myself in circumstances. This is where the matter has caused Ms S considerable trouble, disappointment and concern that her ex-husband continued to receive information about a policy that he no longer had any connection to following their divorce. I therefore do not believe Aviva should do anything more, besides resending the payment to Ms S; this is since the cheque previously issued has expired without it being cashed.

My final decision

I uphold this complaint, insofar as I agree that Aviva should reasonably have sought to clarify with Ms S in 2018 why it (and Friends Provident before it) had not correctly updated Ms S's postal address following severance of her (previously joint) with profits policy. This caused Ms S upset and distress when she found out that post would have been mistakenly sent to her former husband – something she could otherwise have taken steps to resolve in 2009.

If Aviva Life & Pensions UK Limited has paid Ms S the redress already offered in its letter of 25 August 2021, then no further redress is due. If it has not, then it must pay that redress if Ms S accepts my decision.

Ms S may also wish to liaise with Aviva regarding her policy's maturity value, should she have yet to receive payment. I make no direction in that regard, as it does not form part of this complaint; but I am pleased to note that in its final response letter to this complaint, Aviva has agreed to pay Ms S interest on the maturity payment to account for any delay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 8 January 2023.

Jo Storey

Ombudsman