

The complaint

Mr F has complained that Aviva Life & Pensions UK Limited (Aviva) did not apply his March 2022 pension premium to his account correctly.

What happened

On 1 March 2022 Mr F's £20 direct debit for the pension contribution into his Aviva policy was taken from his bank account.

On 28 February 2023 Mr F logged into his Aviva online account and checked his pension transaction history. Here, Mr F could see all the premiums he had paid in the previous year, apart from the March 2022 contribution. Despite this being taken from his bank account the premium did not show "payment history" section of his online pension account.

Mr F complained to Aviva the same day. Mr F noted the above and attached screenshots of both his bank statement and the relevant section of the Aviva online system. Within the complaint Mr F stated:

"I expect the missing £25 contribution backdated accordingly to 1/3/2022 to cancel out the financial loss / units added accordingly AND compensated for having to flag YOUR mistake as well as wasting my time".

And

"I also want an explanation as to why this happened. If your systems are completely 100% automated why was my £25 not added to my policy?"

And

"Complaint Points

- Unhappy with £25 payment not being taken in March 2022 and the financial loss implications this may have caused to the policy fund.*
- Unhappy with AMC [annual management charge] charge still being taken for this month when the payment was not taken."*

Aviva issued their response to the complaint on 1 March 2023. This response stated that having investigated the issue they had found evidence to prove all payments had been taken and invested correctly, and that a new "pension multi quote" had been issued to prove this to Mr F. As such, no loss had occurred and given all premiums had been invested correctly, the AMC was also charged appropriately.

Mr F did not accept Aviva's response and forwarded his complaint to this service stating that Aviva had not read his complaint correctly as the complaint was about his *"online access and why my online policy record show no record of the £25 March 2022 being applied..."*

Our investigator looked into things and decided that there was sufficient evidence to conclude that the premium had been taken and invested correctly, as such no investment loss had occurred, and the policy charges had been applied appropriately.

However, the investigator said that Aviva had not supplied any information or explanation as to why Mr F's online portal was incorrect and did not match the other documentation issued.

As such our investigator upheld Mr F's complaint and asked Aviva to provide Mr F with an explanation and pay him £100 to cover the distress and inconvenience caused.

Aviva did not accept this outcome.

Aviva stated that the online portal is not a contractual provision of their policies and any information provided online is superseded by written or telephone communication. Additionally, Aviva noted that a full investigation had now been completed in relation to Mr F's online portal. It was explained that whilst the internal office system was fully up to date and correctly showed all premiums had been taken correctly, there was an IT issue which meant some of this data had not been pulled through to the customer facing portal correctly. An IT fix had been requested and it was hoped that this would be completed soon.

Aviva noted that the "total premiums paid" section of the customer facing portal was correct and did match paper statements issued. It was repeated that the online portal is not a contractual provision to customers and that telephone or written information should be used to get accurate valuation information.

Our investigator agreed the explanation provided was sufficient but explained that it should have been provided to Mr F in response to his complaint and as such they were not minded to change their outcome. The investigator explained that if Aviva were willing to provide the same explanation to Mr F, and pay the £100 suggested, then the complaint could be closed.

Aviva did not accept this outcome stating that they believed their initial response did in fact answer the complaint made by Mr F, and that the specific point around why the online portal was different and did not show all contributions was a new point that Mr F had not included within his complaint to them. Aviva stated that this issue had been raised directly with this service and as such they could not be expected to answer this within their 1 March 2023 complaint response.

As no agreement could be reached the case has been passed to me.

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, having looked at the evidence provided by both Mr F and Aviva it is clear to me that the March 2022 premium was taken and invested correctly. As such Mr F has not incurred an actual financial loss. Additionally, given the premium was taken and invested correctly in March 2022, the application of the AMC at that time is also valid. Given this, I agree with our investigator that no further action is required of Aviva in relation to the premium itself.

The only area of disagreement between the parties involved here relates to whether Mr F's original complaint should have prompted Aviva to explain why the online portal did not show the correct information.

Our investigator read the original complaint submitted by Mr F to Aviva and concluded that Aviva should have provided the additional explanation as to why the customer facing online portal was incorrect.

I have reached the same conclusion and have explained why below.

I accept that the wording of the original complaint by Mr F could be considered ambiguous. Mr F does ask for an explanation as to “*why this happened*” but does not specifically ask for an explanation as to why the online portal differs from written documentation issued to him.

As such, I have considered carefully whether Aviva’s response should be considered sufficient.

However, it is clear from the context of his complaint submission that Mr F’s issue had resulted from the information available to him on the online portal as screenshots of the portal were attached to the complaint, highlighting the issue Mr F was raising.

Given this, the complaint response issued by Aviva left Mr F with two contrasting pieces of information with no explanation.

Whilst the response and evidence sent by Aviva does show the premium was taken and invested correctly, Mr F was still faced with an online portal showing something different, with no explanation as to why, and no reason to believe one source of information over another.

From Aviva’s perspective I can appreciate that their response could be considered to answer Mr F’s complaint and provide adequate proof his premiums had been managed correctly. But this response was written by a party who knew that one source of information was superior and more reliable than another.

The additional information provided by Aviva to this service in response to our investigator’s findings, stating there was an issue with the online portal not pulling through all of the premiums that had been paid, and that written information received through the post (or verbal information received over the phone) should take precedence over that shown online, was needed to provide additional context to their initial response in order to provide certainty to Mr F that his pension had been administered correctly.

It is the lack of this additional context and information which led to our investigator upholding the complaint, and why I agree with that outcome.

As well as the provision of the explanation above, our investigator recommended Aviva pay Mr F £100 to cover the distress and inconvenience the above chain of events caused. Whilst I appreciate that Aviva did endeavour to answer Mr F’s complaint and did so in a timely manner, I do not believe the suggested award is unreasonable and as such see no reason to alter it.

Putting things right

Given the explanation requested by our investigator has already been provided to Mr F, the only element of redress outstanding is the £100 to compensate Mr F for the distress and inconvenience caused.

As such, Aviva Life & Pensions UK Limited must pay Mr F £100.

My final decision

For the reasons documented above I am upholding this complaint and require Aviva Life & Pensions UK Limited to pay Mr F £100 as per the above and the original investigators findings.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 15 August 2023.

John Rogowski
Ombudsman