

The complaint

Mr H complains Aviva Life & Pensions UK Limited has incorrectly charged him for use of its investment platform.

What happened

Mr H held investments with Aviva that were managed by an IFA. On his behalf, the IFA negotiated a special discount on Aviva's platform charges, which should've been applied in around January 2020.

Some months after this, Mr H and the IFA parted ways. Aviva increased its charges as a result. Mr H complained about this, and that matter has already been the subject of a full investigation and a final decision by an ombudsman at this service.

More recently, Mr H has complained the IFA's special discount was never applied to his accounts as it should've been, and that the discount was supposed to remain in place following the IFA's departure. He referred this complaint to our service.

I dismissed some elements of Mr H's complaint. I explained it wouldn't be appropriate for us to look again at the charges applied after his IFA had departed, as we'd already made a decision about them in his previous complaint. But I explained that we would consider whether Aviva had been charging him correctly prior to the IFA's departure.

Aviva argued any charges it'd applied to Mr H's investments had been applied correctly. It provided evidence to show it correctly implemented the discount across Mr H's accounts.

Our investigator didn't uphold Mr H's complaint. The evidence persuaded them Aviva's charges had been applied fairly and correctly.

Mr H didn't accept our investigator's opinion. He felt Aviva had inconvenienced him by not explaining this in the first place and should compensate him as a result. Because of this, the matter's been referred to me for a decision.

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.

Having considered the matter in full, I've come to the same conclusions as our investigator.

Aviva has provided clear evidence which shows it implementing a discounted rate to its charges at the request of Mr H's former IFA. The evidence shows this discount remained in place until after the IFA departed.

The charges themselves were owed to Aviva for the service it provides Mr H as his investment platform. And the firm's terms and conditions make it clear that paying these fees

is a requirement of receiving services from Aviva. As such, I'm satisfied it was fair of them to be applied.

As a result of this, I've seen no evidence to suggest Aviva treated Mr H unfairly by applying charges to his accounts.

Mr H has asked to be compensated regardless. He feels Aviva should've been more forthcoming with this information. It's perhaps regrettable that Aviva didn't answer Mr H's complaint more succinctly when he first approached the firm. But I'm not persuaded this would fairly or reasonably entitle Mr H to any compensation because, fundamentally, Aviva has not made a mistake by applying its charges in the way that it has.

As a result of this, I don't require Aviva to take any further action in response to this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 30 May 2024.

Marcus Moore
Ombudsman