

The complaint

Mr H is unhappy that Aviva Life & Pensions UK Ltd sent him a letter containing sensitive personal details, which had been opened before he received it, and he subsequently had difficulty obtaining online details about his policy.

What happened

Mr H has had a pension policy with Aviva for about ten years. In August 2023, they sent him a letter by post. However, it was delivered to him already opened, and Mr H was unhappy that sensitive personal information contained within may have been compromised or seen by a third party. To ensure this didn't happen again, he asked for Aviva to communicate with him by encrypted email only.

Aviva actioned this request within their system. Mr H tried to access his policy online in October 2023, but he was unable to access his policy details. Mr H spoke with Aviva about this on 24 October 2023, where he was told that a result of his above request was that Aviva's IT system would prevent him being able to view his policy online.

Unhappy with this, Mr H immediately complained to Aviva, who responded by advising him his access to their online system was not currently available due to various "system issues". They explained that online access is "policy specific", and therefore discretionary. But they offered to provide him with any information he sought either by email or post.

Mr H then brought his complaint to our Service in January 2024. Aviva further advised Mr H in March 2024 that their systems were unable to automatically issue system generated documents by email, as all documents are designed to be sent by post. However, once the documents were available on their system, they'd be able to issue them to Mr H via email upon his specific request. And they further confirmed to Mr H the changes he'd asked for (the use of encrypted emails in August 2023) also had the effect of preventing their system from being able to access his policy details.

One of our Investigators considered all of the above and thought Aviva hadn't treated Mr H fairly. He felt Aviva didn't do enough to explain why Mr H's account couldn't be accessed, which caused him distress for which Aviva should pay him £300 compensation.

Mr H accepted our Investigator's conclusions. He again referenced how stressful it was that a third party was able to view his personal details without his consent, and that he's frustrated that Aviva still thinks using post is the best way to communicate. He concluded by commenting that Aviva should change his pension identification requirements to something different and restore his access.

Aviva didn't accept our Investigator's conclusions, nor the rationale behind it. They didn't believe that Mr H had experienced any material distress or inconvenience (D&I) either and so an award of £300 to apologise for that was unwarranted. After further exchanges with our Investigator, with no agreement being reached, they asked for an Ombudsman to consider the complaint afresh.

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.

Much of Aviva's concerns stemmed from what I considered was a misunderstanding regarding what our Investigator had concluded, and why. Aviva felt we were challenging (or criticising) their processes, or more precisely how their IT system reacted to the changes in communication that Mr H had asked for.

However, I thought the key issue here was that Aviva didn't do enough, when Mr H first approached them in October 2023, to explain the limitations that he'd experience if Aviva agreed to the changes in communication he was asking for. It's clear they didn't explain, that because of the way their system was designed, Mr H's request for encrypted emails (as opposed to standard post, given his fear that his letters may be opened by others, causing him security concerns) would result in him being unable to view his full policy details online. And had they done that, which I think they reasonably should have done, Mr H would have been able to make an informed choice regarding whether to continue with his particular request. And, if he did continue, he'd have known what to expect moving forward in terms of having access to his account, removing the subsequent distress this caused him when seeking information from Aviva or through needing to contact them about this matter between October 2023 and the date he raised his complaint with us.

I've explained this to Aviva, who have confirmed their agreement to my comments. And in light of this, they've also agreed to pay the £300 D&I award our Investigator recommended. Having considered the sequence of events here in detail, and based on what I've said above, I think that figure places a fair value on the distress that Mr H has experienced here. The amounts this Service awards for D&I are fairly modest in value. Our D&I awards are not designed to punish a business, but rather to put a monetary value on the distress a business' actions have caused. Guidelines setting out our approach to such awards can be found on our website.

So, taking account of what I've said above, and having careful regard to our guidelines on this subject, I think a D&I award of £300 is appropriate here – and is an amount I'll be asking Aviva to pay to Mr H.

Mr H's further comments

As explained above, Mr H remains concerned about the way Aviva will continue to communicate with him. Responding to those concerns, I must be clear that Aviva can't be held responsible if letters they send out – to a correct address – are opened by a third party before Mr H receives them. I've no reason to believe that Aviva send their correspondence in unsealed envelopes. And if post does arrive damaged, or has apparently been interfered with, then Mr H is able to direct his concerns to the postal services.

And in terms of future communications from Aviva, in the event that Mr H doesn't wish to advise Aviva to reinstate postal delivery of their letters, he will need to consider continuing to contact Aviva on an ad-hoc basis to ask for documents to be emailed to him. I appreciate this may be frustrating from Mr H, but I can't criticise Aviva for how their systems are designed or ask them to do something (specifically for him) that falls outside the capability of their IT systems.

Any current online access limitations (if any remain) appear to be a direct result of Aviva actioning a specific request by Mr H. So, whilst I think they should have been clearer at the

outset, the access limitations caused by the way their system operates were unavoidable in these circumstances. If Mr H is unhappy with Aviva's 'systems', that's something he'll need to raise with Aviva's Regulator, the Financial Conduct Authority, who are better positioned to consider complaints about the way a business operates – as opposed to our service, which looks at individual complaints about how a business has treated a consumer.

My final decision

For the reasons set out above, I uphold Mr H's complaint about Aviva Life & Pensions UK Ltd and require them to pay him £300 compensation for the distress and inconvenience their actions have caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 January 2025.

Mark Evans
Ombudsman