

## **The complaint**

Mr C complains that he was not able to make changes on-line to his pension investments because Aviva Life & Pensions UK Limited's (Aviva's) website crashed on two occasions whilst he was trying to do this.

Mr C says this caused him inconvenience and upset because he was worried and stressed by what happened and was concerned, he may have lost out financially by not being able to make the changes he intended to.

## **What happened**

Mr C had a personal pension with Aviva. He set this up on-line. He wanted to change how his pension investments were weighted and went on-line to do this. Mr C says Aviva's website crashed twice within minutes while he was attempting to change his investments and this prevented him from making the changes he wanted to.

Aviva said that their MyAviva website gave customers an option to view and make changes to their investments on-line. But it was not a part of its terms and conditions that changes could be made via the website. It said the website was not an investment platform.

Mr C's position was that the website should be treated as part of Aviva's usual terms of business, in the same way that contacting Aviva by phone or email was.

Mr C complained to Aviva. It did not uphold his complaint, so Mr C referred his complaint to our service.

Our investigator did not uphold Mr C's complaint. He concluded that there was currently no UK regulatory requirement in place requiring businesses to offer a comprehensive on-line investment platform.

Further, the investigator concluded that Mr C was not prevented from making changes to his pension through Aviva's actions or omissions because he could also have instructed Aviva to make the changes by phone or email. The investigator added that according to Aviva's records there was no trace of Mr C trying other means, or trying on other days, to change his investments.

Mr C didn't agree with our investigator's view. He said, in summary, that Aviva had not met its Consumer Duty obligations by not providing a fully working website. He also said that the website issues arose within a few minutes of trying to make the changes. Mr C compared the issue he faced to a bank not providing an immediate payment facility it was meant to.

As agreement could not be reached between Mr C and Aviva his complaint comes 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.

I've proceeded on the basis that Mr C made two on-line attempts to change the investments held in his pension. Both were unsuccessful because there was a website issue. It's not clear if on this occasion the issue occurred at Mr C's end or Aviva's. But either way, there were other options open to Mr C at that time to make his fund switches.

Mr C accepts he did not telephone or email to try to make the changes that day or later on. Mr C says that he didn't have time to wait in a queue to speak to someone at Aviva and also due to a health condition his much-preferred way of communicating was via the website. It seems he did not try to make the changes on-line at a later date either.

I've noted what Mr C told our service about his health condition and how this impacts on him. I have not seen anything to show that Mr C made Aviva aware that he may need adjustments made because of this health condition or that he identified what those adjustments might be. I think it unlikely that Aviva would have been aware of any specific vulnerabilities that Mr C may have had at the time of events.

I appreciate Mr C was frustrated that Aviva's website was not working in the way he wanted it to when he logged on. As our investigator explained, sometimes temporary IT glitches can occur. However, I have not seen anything to suggest that the website was generally unworkable, or that the issue was prolonged. Nor can I see that this was a situation personal to Mr C's pension plan, that might lead me to conclude it was unfair to him.

I don't consider that this can be compared to a bank not providing an immediate payment facility. As our investigator pointed out, these types of faster payments are covered by the terms and conditions of the banking arrangement. A contractual arrangement to vary investments on-line does not apply in the same way here.

Mr C has referred to the Consumer Duty in submissions. And in Mr C's case his personal pension was an open product and therefore the Consumer Duty applied at the time of these events.

I need to consider a complaint by reference to what is fair and reasonable in all the circumstances of the case. In doing so, I need to take into account relevant law and regulations, regulators' rules, guidance and standards; codes of practice; and good industry practice at the relevant time. The Consumer Duty is one of the regulatory requirements. Therefore, in deciding what is fair and reasonable in all the circumstances of the case, I will consider Aviva's obligations under the Consumer Duty.

The Duty requires a business to act to deliver good outcomes for retail customers. However, the Duty does not mean that individual customers will always get good outcomes or will always be protected from poor outcomes. It is about the outcomes that result from the business' actions - considering what it knew or could reasonably be expected to have known at the relevant time.

In acting to deliver a good outcome, a business should act in good faith, avoid causing foreseeable harm to customers and support their customers to pursue their financial objectives. I have taken all of this into account in considering what is fair and reasonable in the circumstances of this case.

I have had regard to the fact that each of the cross-cutting obligations requires firms to understand and take account of cognitive and behavioural biases and the impact of characteristics of vulnerability and/or lack of knowledge on retail customers' needs and decisions. I have also had regard to the design and delivery of customer support and that characteristics of vulnerability must be met and that customers should not face unreasonable barriers when they want to amend or switch a product for example. Further that unreasonable barriers are those which are likely to cause retail customers to have to take unreasonable steps to progress their objectives including it being unreasonably onerous, time consuming, complex or difficult.

Aviva provided three ways to enable a customer to make the changes Mr C wanted to make, by telephone, on-line and by email. I do not consider it was any more onerous for Mr C to make the changes he wanted to, than it was for him when he came to set up his pension.

The fact that on this particular occasion there was an IT glitch which caused him at that immediate time not to be able to use the on-line facility to make the changes, does not lead me to conclude that Aviva was not adequately protecting Mr C as a retail client, or unreasonably or unfairly not supporting him to achieve his financial objectives. I can't reasonably find that Aviva had insufficient measures in place to allow all their customers to carry out their objectives arising from this IT glitch.

In reaching this conclusion, I note that Mr C made no further attempts to give effect to his objective of changing the weighting of his investments. So, I cannot fairly reach a conclusion that Aviva offered a 'consistently poor or excessively slow service' via its website. Based on the information before me, this appears to be an isolated situation on one day. Mr C's preferred method of communication was catered for, albeit there was an IT glitch on this occasion.

Looked at overall, I do not consider that Aviva has acted unreasonably or unfairly, including when looked at in the context of the Consumer Duty. There will be occasions where due to a short-term technical issue something might not work temporarily, but that will not necessarily warrant compensation being awarded. I see this as being one of those situations.

### **My final decision**

For the reasons explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 December 2024.

Kim Parsons  
**Ombudsman**