

The complaint

Mr M complains that he is unable to use an online service to make investment changes to pension savings that he holds with Aviva Life & Pensions UK Limited ("Aviva").

What happened

Mr M holds pension savings with Aviva. Those pension savings arose when he was working for his employer in the UK. Mr M now lives overseas.

In May 2024 Mr M attempted to make changes to his pension investments using Aviva's online service. He says he received an error message asking him to try again at a later date. When further attempts failed he asked Aviva for help. Aviva accepts that it didn't deal with that request as efficiently as it would have wanted. Mr M complained to Aviva about the problems.

Aviva told Mr M that it didn't offer online investment changes for his pension plan. It told him that he could get help for other issues with his online account using its chatbot service. And it explained that Mr M would be able to update his investments either by email, or telephone. But given the problems in its response to his query, Aviva paid Mr M £25 for any trouble and upset he'd been caused. Unhappy with that response, Mr M brought his complaint to us.

Mr M's complaint has been assessed by one of our investigators. She thought that it was reasonable for Aviva to take a business decision on which services it would offer. And she noted that Mr M had previously made investment switches by telephone on at least four other occasions so he would have been aware of that alternative option. The investigator didn't think that Aviva had done anything wrong.

Mr M didn't agree with that assessment. So, as the complaint hasn't been resolved informally, it has been passed to me, an ombudsman, to decide. This is the last stage of our process.

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.

In deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mr M and by Aviva. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

At the outset I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the

business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

Generally, Aviva is entitled to decide the products it wishes to offer, and the ways that a consumer can access those products. In relation to this complaint I haven't seen anything to make me think that Mr M's pension was offered on the basis of it being managed through an online service, or that the provision of such access would be contractually offered. So I don't think Aviva has acted unfairly when it has told Mr M that he is unable to manage his pension investments through its online portal.

The information that Aviva sent to Mr M after he made his complaint set out that he would be able to update his pension investments either by email, or by telephone. And Aviva provided Mr M with the email address he could use, or the telephone number he could call. I accept that Mr M is no longer based in the UK, so given the time differences, telephone contact might be difficult although I have seen that Mr M did make successful changes to his investments by telephone in 2016, 2017, 2020, and 2021. But even if telephone contact were no longer possible, I don't think that would prevent Mr M from making changes to his investments by email.

I have seen that Mr M has questioned the "chatbot" that Aviva suggested he might use. He says that no such service exists. I think it would be helpful to clarify that the mention of the chatbot by Aviva related to problems using its online services, rather than for making transactions. I am not in a position to independently verify that service is operation, but on balance, I think it likely that Aviva can best describe its operations. But in any case, as I've explained above, Mr M would need to use the supplied email address, or telephone number, should he want to make changes to his pension investments.

I appreciate how disappointing this decision will be for Mr M. But it is for Aviva to decide how it can best service its clients. It has explained that, particularly for older products, online access cannot be safely offered – I don't find that explanation unfair, or unreasonable. And it has offered alternative communication methods to Mr M, one of which he has successfully used on a number of previous occasions. So I'm not persuaded that this complaint should be upheld.

My final decision

For the reasons given above, I don't uphold the complaint or make any award against Aviva Life & Pensions UK Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 March 2025.

Paul Reilly
Ombudsman