

## The complaint

Mr T complained that he was unable to access details of the personal pension plan (PPP) he holds with Scottish Equitable Plc (Scottish Equitable) via the online customer portal for a prolonged period of time.

He would like compensation for the distress and inconvenience this has caused him.

## What happened

I have reviewed all the evidence provided by both parties. I have not reproduced all of this in this decision but concentrated on what I believe to be the most relevant parts. I have noted that Mr T's experienced difficulties accessing information both for his PPP and another policy he holds with Scottish Equitable. Although this decision relates to his experience with his PPP, I have considered the difficulties that he has encountered for both policies when reaching my conclusions.

Mr T holds a PPP which is administered by Scottish Equitable.

In late August 2024 Mr T attempted to log on to the online portal but was unable to do so. On 27 August 2024 he sent a query on Scottish Equitable's Digital Enquiry service (DCE). In this query he asked if he could access tax free cash and then transfer the rest of his pension to another provider. On 30 August he telephoned Scottish Equitable to ask for further information as he was still unable to access his account details online.

On 10 September 2024, Mr T raised a complaint about the lack of online access to his PPP, although Scottish Equitable did not log this until 11 September 2024 as it was made outside of working hours.

The essence of his complaint was that the online portal was unavailable and that he could not access his policy details online.

On 14 September 2024, Scottish Equitable responded to Mr T's complaint. It apologised for the inconvenience he had experienced and went on to explain:

*We carried out a planned upgrade to the technology platform for some of our older plans and as a result, are experiencing some issues with connectivity to our online services. The service is working intermittently and some of the functions are taking longer than they should to complete. Our IT teams are dealing with this issue as a matter of urgency but be assured, has no impact on your current plan(s).*

It also explained that he could get information on his policy through its *Digital Customer Enquiry service* or by calling the customer contact helpdesk, giving the number and opening hours.

Mr T was unhappy with this response and so brought his complaint to this service. He also provided further evidence to show that the lack of online access continued after he received Scottish Equitable's response.

Our investigator reviewed all the evidence and formed the view that Mr T's complaint should not be upheld.

Mr T remained unhappy with this and so the complaint has been passed to me to make a final 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 done so, I have reached the same conclusion as our Investigator and agree with our investigator Mr T's complaint should not be upheld.

I can appreciate that this will be disappointing to Mr T, so I will explain now how I have reached my conclusions.

Firstly, I think it's important to reflect upon the role of this Service. Our role is to impartially review the circumstances of a complaint and make a decision on whether a business has made errors or treated a customer unfairly. Where it has, we expect a business to fairly compensate a customer for any financial loss and any distress and inconvenience they have suffered as a result. By fairly compensate, we mean to return them as closely as possible to the financial position they would have been in had the errors not occurred.

I've carefully considered Mr T's argument that online access to his policy information was, in his words:

*....part of the service I should be provided.*

I can fully appreciate how inconvenient it can be to lose online access to important financial information, how increasingly customers use methods such as these as a first resort when reviewing financial information and how companies often promote these methods as a primary source of information for customers.

To counterbalance this, I have also considered Scottish Equitable's position that:

*Online access to these plans is provided as an additional service to our customers on a discretionary basis and is not contractual. It isn't included in our charging structure and there isn't a regulatory requirement to provide these digital services.*

I have reviewed the terms and conditions of Mr T's policy and agree that there is no reference to the provision of online account access being a contractual obligation. I've also considered the information that Scottish Equitable has provided relating to the charges that apply to Mr T's policy. I can see Scottish Equitable levies an Annual Management Charge (AMC) on the same basis as when the policy was taken out. This AMC covers the costs of managing the policy and investments and makes no additional charge for access to online systems and functionality that were not available at the time the policy was started.

I can also see that Scottish Equitable provided details of how Mr T could gain access to information by either submitting an online Digital form or calling the customer helpdesk. While I appreciate that neither of these methods has the immediacy of online access, I find that Scottish Equitable did provide alternative means of contact that Mr T could use to get information relating to his policy.

So, on balance, I can't see that Scottish Equitable has done anything wrong in being unable to provide Mr T with online account access while it tried to resolve the problems caused by the systems upgrade.

Turning now to look at whether Mr T suffered a financial loss as a result of the lack of online access to his policy, I can't see that there is any evidence to suggest that he has. Scottish Equitable has explained that the upgrade had no impact upon Mr T's policy data and the problems were limited to the interface between its database and the online portal. Given this, I can't see that Mr T suffered any financial loss as a result of the loss of access to his policy information online.

In conclusion and for the reasons I've outlined above, I do not uphold Mr T's complaint and won't be asking Scottish Equitable to do any more to resolve this complaint.

### **My final decision**

For the reasons given above, I do not uphold Mr T's complaint.

Scottish Equitable Plc need take no further action to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 July 2025.

Bill Catchpole  
**Ombudsman**