

The complaint

Mr S is unhappy with the level of service he received from Aviva Life & Pensions UK Limited (Aviva).

What happened

Mr S got in touch with Aviva in February 2024 as he wanted to add beneficiaries to the personal pension plans (PPPs) he has with them. Aviva sent him a discretionary trust form to complete on 16 February 2024.

Mr S then called Aviva at the start of March 2024, the call note Aviva have provided sets out that Mr S said he couldn't hear the adviser and so he would call back. On 8 March 2024 Aviva called Mr S back to discuss setting up a trust. On 12 March 2024 the discretionary trust form was sent to Mr S again.

On 3 April 2024 Mr S got cut off whilst he was on the phone to Aviva. Aviva's call notes say the adviser tried to call him back but wasn't able to get through.

Mr S raised a complaint on the same day (3 April 2024). He said his call had been disconnected and no one had called him back. And he said he didn't want to complete the discretionary trust forms.

Aviva responded to Mr S's complaint on 4 April 2024, they didn't uphold it. They said that if Mr S wanted to add a beneficiary, due to the type of PPPs he had with them, he needed to complete the discretionary trust form.

On 5 April 2024 Mr S called Aviva, he hadn't received their final response letter yet. Aviva have provided the call recording, I have listened to this call, the details of which are below:

Mr S called Aviva to check on the progress of his complaint as he hadn't been able to contact the complaint handler. The call handler advised him that a letter had been issued to him – she said she would email a copy to him. Mr S began to ask how he can add beneficiaries to his PPPs. The call handler told him that due to the policies he has he would need to complete the discretionary trust form. Mr S asked if he could transfer his policies in-specie to a different type of plan with Aviva. The call handler let Mr S know that it would be best if he sought advice from an adviser. After more discussion the call handler reiterated that she couldn't advise Mr S about moving his policies – but could put him through to Aviva's new business line.

Mr S was transferred to Aviva's new business team.

On 8 April 2024 Mr S was told that he could complete a standard nomination form (expression of wish form) to add beneficiaries to his policies. The form was emailed to him to complete and return. Mr S called Aviva the next day to complain that he had been given incorrect information.

On 10 April 2024 Aviva sent a second complaint response to Mr S. They reiterated that Mr S would need to complete a discretionary trust form if he wanted them to add a beneficiary to his PPPs. They apologised for incorrect information being given to him on 8 April 2024, when he was told he could complete a standard nomination form. They said they were going to feed this back to the relevant manager, and they informed Mr S that they had sent £25 compensation to his bank account.

Mr S was unhappy with Aviva's response and so he referred his complaint to this service. An investigator reviewed the complaint, they didn't uphold it. They said that £25 compensation was fair. Mr S didn't agree with the Investigator so he asked for his complaint to be reviewed by an Ombudsman.

Mr S said that he had been given incorrect information on more than one occasion. This meant he's been unable to make changes and has spent time chasing Aviva. Mr S said he would like compensation of around £400.

The complaint was passed to me for review, I issued a provisional decision. Aviva agreed with the provisional findings, Mr S didn't provide any further comments.

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'm upholding Mr S's complaint, for the reasons set out within my provisional decision, as such I have largely repeated it below. I have considered all of the evidence that both parties have provided to me. But, I may not comment on everything in detail below. Instead, I will concentrate on the issues Mr S has raised.

Adding beneficiaries to Mr S's policies

Mr S contacted Aviva in February as he wanted to add beneficiaries to the PPPs he held with Aviva. Aviva sent out the discretionary trust form that he would need to complete in order to do so. Then in March Mr S contacted Aviva again to discuss adding beneficiaries to his PPPs. Aviva again sent the discretionary trust form that Mr S would need to complete.

I appreciate that Mr S is unhappy that he would need to set up a trust in order to add a beneficiary to his PPPs and that he'd rather complete an expression of wish form. Aviva have explained that Mr S's policies are retirement annuity contracts. These are old style pension plans and as matters currently stand, if Mr S was to die before his pension starts, the proceeds would form part of his estate. This means Aviva would have no discretion over who the proceeds are paid to.

In order for Mr S to nominate a beneficiary so the proceeds were no longer paid to his estate on death and instead were paid to his nominated beneficiary, the plans would need to be placed under trust. These forms were provided to Mr S on more than one occasion. And Mr S was told by Aviva a number of times that due to the type of policies he had with them he would need to complete the discretionary trust form. So Mr S would need to set up a trust in order to do what he would like– add beneficiaries. So, Aviva were correct to send him the discretionary trust form to complete.

Service received

Mr S says he received incorrect information on more than one occasion. As set out above, the communication Mr S had with Aviva in mid-February and at the start of March culminated

in him receiving the discretionary trust form to complete. And given the types of plans Mr S holds, I am satisfied that he was provided with accurate information during this period of time.

Aviva accept they gave Mr S incorrect information on 8 April during a telephone call when they said he would complete a nomination form. And I can see from the evidence that he was sent the incorrect form to complete at that time. I've considered what impact this has had on Mr S.

I appreciate that it would have been frustrating for Mr S to have received the incorrect form. Particularly after he had raised a complaint because he didn't want to complete the discretionary trust forms. But, by the time he received the incorrect information he had already been told by Aviva that he needed to complete the discretionary trust form a number of times, including within their first complaint response letter. Aviva had said in their response that Mr S would need to set up a trust to do what he wanted to do. He was also told the same information when he called Aviva on 5 April 2024. It wasn't until after this that Mr S was provided with incorrect information. By that time I'm satisfied that Mr S knew what the correct information was. And I note Mr S didn't complete the incorrect nomination form in any case. Instead it appears he called Aviva to raise his concerns about having been given contradictory information.

Aviva apologised for this and said that they have given feedback to the individual concerned. They also paid £25 into Mr S's bank account to reflect the inconvenience. I appreciate that it was likely frustrating for Mr S, but I think this action by Aviva to put things right here was appropriate.

Mr S says that his calls were cut off and at times he couldn't contact Aviva. I've thought about Mr S's full journey with Aviva. As well as on 5 April 2024 – which Mr S specifically mentioned. I can see that Mr S's call dropped on a couple of occasions. It's not clear why this happened but I can see from the system notes that Aviva did try to call him back.

On 5 April 2024 Mr S was trying to speak to the complaint handler. He wasn't able to get through to them – but the call handler he was able to speak to provided him with clear and accurate information. And they also provided Mr S with an update on his complaint.

Conclusion

I appreciate Mr S feels the £25 compensation Aviva has paid him is not enough. However, I'm satisfied that Aviva were providing Mr S with accurate information when he first contacted them. And that information was explained to him when he raised a complaint. It's unfortunate that a call handler then gave incorrect information to Mr S. But, by that time I think Mr S was aware that this was incorrect information. Aviva did try to return Mr S's calls. And I can see that the complaint handler engaged with Mr S via email to arrange call times that would be convenient for him.

As a service we aren't here to punish businesses. Sometimes things don't go as they should, which can be frustrating. When something goes wrong it is my role to consider what impact that has had on a consumer. And in doing so I consider what the business has done to put things right. Considering everything I have seen, I'm satisfied that what Aviva did when Mr S notified them that things had gone wrong was fair and reasonable. So, I'm not asking Aviva to do anymore.

My final decision

I appreciate this will come as a disappointment to Mr S, but I don't uphold his complaint

about Aviva Life & Pensions UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 January 2025.

Cassie Lauder
Ombudsman