

The complaint

Mr B complains about Aviva Life & Pensions UK Limited (Aviva). He's unhappy Aviva wouldn't agree to monitor his pension and notify him when it reached a certain value.

What happened

here. I'll summarise what happened, including the main arguments, and focus on giving the reasons for my decision. Although I may not mention everything that happened, I've considered it.

Mr B holds a Group Personal Pension policy with Aviva. In February 2025, he asked Aviva to let him know when his pension value exceeded £20,000. Aviva declined the request, saying:

- Mr B's pension was invested in funds fluctuating daily, so it was up to him to keep track of its value and let it know when he wanted to take benefits.
- As Mr B regularly used its online platform – MyAviva – to check his pension, there didn't appear to be an issue with him tracking his pension value himself

Mr B complained and made the following points:

- He'd monitored his pension the previous year and noticed the value had largely remained the same, so he didn't think it would be difficult for Aviva to keep him informed.
- He wasn't aware of any law preventing Aviva from doing what he'd asked.

Aviva issued its final response to Mr B's complaint, saying:

- Pension providers weren't required to monitor policyholders' pension values and notify them when they reached a certain amount. This was something policyholders were typically responsible for unless they appointed a financial adviser.
- Pension providers offered the infrastructure and investment options for pensions but didn't actively manage individual accounts.
- There were various ways Mr B could keep an eye on his fund value, including calling or emailing it to request values, or using its online platform – MyAviva.
- If there was anything Mr B didn't think it had considered, he should let it know.

Unhappy with Aviva's response, Mr B referred his complaint to our Service. In his submissions he explained that he was abroad looking after a sick relative and didn't have time to check his pension. He said receiving regular updates on his pension value would allow him to plan and budget for his relative's care needs more proactively and reduce his stress levels.

One of our Investigators considered Mr B's complaint and didn't uphold it. She didn't think Mr B's request was reasonable. As Mr B could review his pension online, she thought Aviva's position was fair.

Mr B disagreed and, in summary, made the following points:

- Caring for his critically ill relative overseas limited his ability to monitor his pension in the way he would normally. Failing to accommodate or acknowledge his circumstances demonstrated a lack of sensitivity to the challenges he faced.
- Although Aviva might not be legally obligated to comply with his request, they could accommodate it given the circumstances. No operational or financial reason had been given for its refusal.
- The financial impact of him not knowing when his pension reached £20,000 was significant, while the cost of notifying him as requested was negligible.
- He was “*demonstrably vulnerable*” due to his personal and geographical constraints.
- Suggesting he hire a financial adviser to perform a “*basic monitoring function*” like watching his pension value was an extreme and expensive solution.
- Aviva’s response to his request reflected its inflexible approach to customer service.

As no agreement could be reached, the matter was passed to me for 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.

In doing so, I’ve taken into account relevant law and regulation, including the Regulator’s rules, guidance, standards, codes of practice, and what I consider to be good industry practice. This includes the Principles for Businesses (‘PRIN’) and the Conduct of Business Sourcebook (‘COBS’).

While I’ve taken serious note of all the correspondence and arguments made by the parties involved in this case, the informal nature of our Service – which is a free alternative to the Courts – means that I’ve limited my response to what I consider to be the issue central to this complaint. That is to say:

- Whether Aviva’s response to Mr B’s request that it monitor his pension and notify him when it reached a certain value was reasonable.

Mr B says that when he asked Aviva to monitor his pension value, he was temporarily living abroad caring for a sick relative. This involved providing practical support and making financial arrangements for his relative’s care needs which were dependent on his pension value. Against this backdrop, it’s easy to understand why finding a way to safeguard his pension value was so important to Mr B. This is a common objective amongst pension policyholders. However, tracking a policyholder’s pension value and alerting them when it reaches a specific amount isn’t a service Aviva provides.

In line with its obligations, Aviva sends policyholders annual statements which, amongst other things, informs them of their pension value. If a policyholder wants to track their pension value more frequently or requires up to date information, they can access this through their MyAviva account online or contact Aviva by phone or email.

Central to Mr B’s argument that Aviva’s options for tracking his pension value weren’t suitable – and so it should’ve granted his monitoring request – is his view that his circumstances at the time made him vulnerable and gave him limited time to check his pension. I’ve considered this, bearing in mind the FCA’s position.

The FCA Handbook includes a rule (COBS 2.1) and two principles (Principles 6 & 7) which required Aviva to “*act honestly, fairly and professionally in (...) the best interests of its customers*” and “*pay due regard to the information needs of its clients and treat them fairly*”. And in its FG21/1 guidance, the FCA sets out its expectations on firms identifying and treating vulnerable customers fairly. Its definition of vulnerability refers to customers who, “*due to their personal circumstances, are especially susceptible to harm, particularly when a firm is not acting with appropriate levels of care.*”

The FCA acknowledges that all customers are at risk of becoming vulnerable, which is increased by characteristics of vulnerability related to key drivers like health, life events, resilience, and capability. Retirement and caring responsibilities are referred to as examples of life events which can lead to customers having additional or different needs, but it also notes that not all customers with characteristics of vulnerability will be vulnerable and require adjustments.

It's clear to me that the practical and financial demands of caring for his sick relative would've put Mr B under pressure and reduced his ability to check his pension value as regularly as he may have liked. And as his pension – which is primarily meant to provide income in retirement – was a critical part of his decision-making around his relative's care, I'm sure this would've been a difficult time for Mr B. But I haven't seen anything which persuades me his circumstances were such that he couldn't check his pension value using the options available to him and that Aviva should reasonably have agreed to what he was requesting.

I note that Mr B is registered with the MyAviva online service, which Aviva confirms he's repeatedly used in the past to access information about his pension. And I've seen that he had online access while abroad, enabling him to correspond with Aviva semi-regularly – sometimes responding to its emails on the same day they were received.

In terms of Mr B's vulnerability, FCA guidance required Aviva staff to be able to identify any vulnerability based on what Mr B was telling it or clear indicators of vulnerability in his behaviour. The guidance says that where there are clear indicators of vulnerability, staff should encourage disclosure, but they're not expected to go further than this to proactively identify vulnerability.

Having looked at Mr B and Aviva's exchanges following his request, I'm not persuaded there was anything Mr B shared that ought to have alerted Aviva to an undisclosed vulnerability that it needed to encourage disclosure of.

Aviva attempted to engage with Mr B and understand more about the basis of his request. I note that it asked why he was targeting a £20,000 pension value specifically and queried whether he'd considered the impact of factors like annuity rate changes on his pension value. However, Mr B never responded. And although Mr B provided our Service with details of his circumstances at the time of his request to Aviva, I can't see that the same information was shared with Aviva. Without this, I don't think Aviva would've been able to identify if Mr B was a vulnerable consumer and if he was, consider his request in light of this.

It's important to say that even if Aviva had concerns about Mr B being vulnerable (to be clear, I don't consider it unreasonable that it didn't), it doesn't automatically follow that it would have granted his request.

Mr B feels that as no law prevented Aviva from doing what he asked and the cost of doing so was negligible, its refusal to accommodate his request was unfair and reflected its inflexible approach to customer service. I don't agree. The fact that a firm can do something a customer has requested doesn't mean it's obligated to accommodate the request. There's

no expectation that firms like Aviva do this, irrespective of whether what's being asked of them is operationally viable.

As Mr B's pension provider, Aviva is responsible for administering, investing, and managing a significant number of pensions like Mr B's on a large scale. Ensuring that all its customers are provided with enough information to make informed decisions about their pensions is part of this. In circumstances where a customer has a vulnerability that reasonably prevents them from accessing information about their pension it would generally be expected that Aviva would make reasonable adjustments to facilitate their customer being able to achieve their objective via alternative means.

But in this case, based on the limited information Aviva was provided with about Mr B's circumstances, I don't think the fact that it declined his request reflected its unwillingness to help him. Aviva set out the various ways Mr B could get the information he needed to decide when to take his pension benefits. It also invited Mr B to let it know if there was anything he didn't think it had considered in reaching its decision about his request. But I haven't seen anything indicating that he provided Aviva with anything further.

Tracking the value of a pension and deciding when – and at what value – to take pension benefits is a role that's normally reserved for a policyholder or an adviser appointed to act on a policyholder's behalf. This isn't something I think a large organisation like Aviva can reasonably be expected to do.

I have sympathy for Mr B and the situation he found himself in. However, while I don't underestimate his strength of feeling about the issues he's raised or doubt the sincerity with which he brings his complaint, based on the available evidence and for the reasons I've given, I'm afraid I can't fairly say that Aviva acted unreasonably when it wouldn't agree to proactively monitor his pension in the way he wished.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 March 2026.

Chillel Bailey
Ombudsman