

## **The complaint**

Ms B complains that Aviva were responsible for a series of failings that delayed the transfer of service to her new financial adviser, delayed the transfer of her portfolio, and provided inaccurate fund values. Ms B explains that this caused her distress and inconvenience during a period when she was dealing with bereavement.

## **What happened**

Ms B had a portfolio of assets held on Aviva Life & Pensions UK Limited's platform. These included investments and pensions.

Ms B instructed a new financial adviser who contacted Aviva on 14 June 2023 with a Transfer of Service ('TOS') request. This would enable Ms B's new adviser to access fund information for her investments. Aviva explains that it didn't process this request because it could not accept it without a copy of her 'wet signature'. This was finally processed on 20 July 2023 following a further request from the financial adviser which included the correct signature authority.

When the financial adviser was sent a copy of a client report it contained incorrect fund valuations. The adviser had to phone Aviva to verify the actual fund values of Ms B's total portfolio.

Towards the end of November 2023 Aviva received a request to transfer the four investment products that Ms B held on its platform. The request was for each to be transferred in-specie, which meant that the funds would remain invested throughout the process. The four investment product transfers completed between 27 December 2023 and 26 January 2024.

In April 2024, Ms B's financial advisor noticed that one of her pension funds was showing a balance around £50,000, in spite of being told the transfer had completed. And having been given conflicting information by Aviva was ultimately satisfied that all funds had been transferred to the new platform.

As a consequence of the above issues Ms B made several complaints to Aviva, which I will summarise as follows:

In July 2023 Ms B complained about Aviva's failure to process the TOS request in a reasonable time. And then about the incorrect valuations that her financial adviser had been given. Aviva responded to these complaints with a final response letter on 9 January 2024. It accepted that it had delayed the TOS and that information that it provided had been wrong. It apologised and paid Ms B £200 in compensation for the distress and inconvenience she had been caused.

Mrs B was not happy with Aviva's response and reiterated the overall effect of the issues. Aviva considered her response and agreed to increase the compensation by another £150. Mrs B was still unhappy with this, and she didn't think that the delays to the transfer of her portfolio had been addressed.

Aviva issued a further complaint response on 10 May 2024. It again agreed that delays had been caused in July in processing the TOS. But it didn't think that delayed the transfer of the portfolio as it didn't receive the request for that until November 2023. It investigated the transfers from the point of the initial request and explained that they were broadly in line with what was expected for transfers of that type.

Ms B referred her complaint to our service. She asked us to carry out an independent review of Aviva's service.

Our investigator looked into what happened and was of the opinion that Aviva had made mistakes and the overall service Ms B received was distressing for her. He considered the overall impact and thought that the compensation should be increased to £550 to better reflect the overall distress and inconvenience Ms B experienced.

### **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 considered what has happened in this case, I've come to the same decision as our investigator for similar reasons. I am sorry that Ms B had to experience these issues at such a difficult time. I don't underestimate the difficulty in dealing with the loss of a loved one. But in deciding a fair way to deal with the things that have gone wrong here, I must focus on the mistakes and the impact of those things.

In this case I think that there's relatively little dispute about the facts. I understand that Ms B has explained that her frustration was compounded by earlier issues that she had with Aviva, but for the reasons our investigator explained, those issues do not form part of this complaint. I will set out the facts as they relate to the key complaint points as follows:

#### *Did Aviva delay putting in place the TOS?*

The evidence that I've seen convinces me that Aviva didn't treat this request in a reasonable way. It explains that it received the request on 14 June 2023 and that it contacted Ms B's financial adviser to explain that it could not accept an electronic signature. But the email to the adviser, that it has sent us as evidence, is for a different customer name and policy number. So, whilst it may have intended to have updated the adviser regarding Ms B, I am not satisfied that it did. Given that the adviser contacted Aviva again on 6 July to chase the TOS further persuades me it had never actually been made clear to it that Aviva were not processing the request.

Aviva's mistake here was made worse by the fact that Ms B contacted it herself on 27 June 2023 to chase the TOS. She sent an email and, unfortunately, got a digit in her policy number correct. Whilst that wasn't Aviva's fault, I think that a reasonable response to contact from a customer where their request cannot be processed would be to respond to explain why. A simple response to explain that the policy number is not recognised would have been reasonable. Instead Aviva ignored Ms B's email. This caused further delay.

I can see that this issue caused frustration and led to Ms B making a complaint about the delay. It would have delayed her financial adviser from being able to give any considered financial advice for over a month. But I don't think it's reasonable to conclude that this delay caused Ms B any financial loss that I need to consider. The request to transfer the portfolio from Aviva wasn't eventually received until late November 2023. And when it was made it was done in specie. So, even though Ms B ultimately moved her portfolio to a new platform, her fund was invested the whole time. So there is no evidence that there were any

investment losses. But I will take this delay into account in considering how Aviva should put things right for Ms B below.

#### Wrong fund valuations

Aviva have agreed that there was a difference between the portfolio value that it provided in a client report and the actual fund value during July 2023. Aviva explained that it accepted this error and it apologised to Ms B. This caused an inconvenience to Ms B's financial adviser and, in turn, Ms B. But Ms B's actual fund value was, more likely than not, always known. The financial adviser, in contacting Aviva to understand the discrepancy, seemed to understand that the higher figure was not correct. So, whilst clearly it is not acceptable to provide information that is misleading or unclear, I don't think this resulted in a financial loss. Put simply, in spite of this issue, Ms B's transferred fund value was still correct.

I do agree that this issue would have caused unnecessary confusion and would have undermined Ms B's confidence in Aviva. It caused an unnecessary level of inconvenience in having to clarify that it was a mistake and I will take this into account in considering how Aviva should put things right for Ms B below.

#### Transfer Delays

I have seen that Ms B has complained that the transfer of her portfolio took over a year to resolve. But I am only considering whether Aviva caused delays in the transfer.

Aviva only received the transfer request in late November. The request was for an in-specie transfer which, as I've said, means that Ms B's portfolio was not disinvested whilst the transfer was processed. Which means that potential investment losses are avoided. But it is a more complex transfer that involves more steps and can take longer than a cash transfer. I have considered this and looked at the timescales. And have not identified any unreasonable delays that were caused by the actions of Aviva. So I don't think that Aviva delayed Ms B's transfer.

#### Residual £50,000 balance after the transfer completed

Aviva have shown that, after the in specie transfer completed, one of the transferred funds was sent back to it by the receiving scheme. That fund was valued around £50,000. Ms B's adviser identified this anomaly and asked Aviva why there was still a balance in one of the pension funds after the transfer was completed. Whilst I am satisfied that this was resolved and the fund returned to the receiving platform, I don't think that the information that Aviva provided was initially clear. This issue did not cause a financial loss. But collectively has added to Ms B's frustration over the transfer process. I will take this into account in considering how Aviva should put things right for Ms B below.

#### **Putting things right**

For the above reasons I am satisfied that the service issues that Ms B has highlighted have not caused any loss to her investment portfolio.

I think that Aviva's service caused distress and inconvenience as I have explained above. I think that the way in which it has addressed the complaints, where it failed to address Ms B's issues in a timely or comprehensive manner, added to this. So I am taking this into consideration in the way that Aviva should compensate Ms B. Overall, for the collective failing I think that Aviva should pay Ms B a total of £550 for the distress and inconvenience she was caused. This I think reflects the fact that Ms B's distress and inconvenience was made worse as a result of her vulnerability at the time, and the added frustration of Aviva's

treatment of her complaints. Where Aviva have already paid Ms B £350 in compensation, this means that it must pay her an additional £200 to bring the compensation up to what I think is fair and reasonable.

### **My final decision**

I uphold Ms B's complaint and direct Aviva Life & Pensions UK Limited to compensate Ms B as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 8 August 2025.

Gary Lane  
**Ombudsman**