

## The complaint

Ms X's complaint is about a joint mortgage endowment policy she held with Aviva Life & Pensions UK Limited. She is unhappy that Aviva allowed her ex-husband to '*fraudulently*' claim the entire maturity value in 2019, due to what she considers is Aviva's lack of appropriate security measures.

## What happened

Ms X and her ex-husband (Mr Y) took out a joint mortgage endowment policy in 1994. The policy had a term of 25 years and matured on 24 August 2019.

Ms X and Mr Y purchased a property in 2008, which I will refer to as the marital home. In 2010 they separated, but Ms X remained in the marital home for a number of years after that. Aviva sent annual bonus statements and re-projection letters to the marital home from 2009 until 2013. Following this, which coincides with Mr Y providing Aviva with a new address for himself, no further statements or re-projection letters were sent to either of the addresses Aviva had on record.

On 22 July 2019 Mr Y called Aviva about the maturity process for the policy. Aviva confirmed that it had not sent a maturity pack and apologised for that error. Aviva raised the fact that while it was a joint policy, it only had an up-to-date address for Mr Y. It asked about the status of the relationship and Mr Y confirmed that they were still together and living at the same address. Aviva arranged to send the maturity pack to Mr Y's email address and asked that when the documentation was returned, a letter from Ms X was included confirming their previous address and the current one. There was also a discussion about the payment. Mr Y explained that they wanted the money paid into the premium paying account. Aviva confirmed that its records showed that the account was just in Mr Y's name, but Mr Y confirmed that it was a joint account. Aviva asked that a bank statement be provided to evidence that.

The maturity forms were returned, signed by two individuals as Ms X (in her former married name) and Mr Y.

On 9 August 2019 Mr Y called Aviva in response to a missed call. It was confirmed that the call had been about returning the maturity form and the payment being made into a sole name bank account. Mr Y confirmed that the documentation had been posted that day and that the bank account was a joint one. He confirmed his wife was there at the time and a female came on the phone to update the joint policyholder's address. Aviva asked some security questions of her – policy number, full name, date of birth, last address on file and the maturity date. The person answered all but the final question correctly – she was three days out on the maturity date. She was apologetic for the error, but she explained that they didn't have the policy documentation as it had already been sent off, and that the policy was very old, having been taken out in 1994. An alternative question about the monthly premium was asked and answered correctly.

The policy matured on 24 August 2019 and its value was paid into the joint bank account the policy premiums had been paid from.

Ms X contacted Aviva in March 2023. She told it that she had not signed the documentation in 2019 and didn't receive any of the money from the maturity. She provided details of her previous addresses and her current one, so that Aviva's records could be changed. Aviva asked her to provide some documentation as she was also changing her name on its records.

Ms X complained about Aviva having paid the maturity value out without her consent. She also highlighted that the signature on the maturity documentation was very different and so she considered it should have completed further security checks before paying the money out.

Ms X has provided us with an email from the complaint handler which says '*I agree that the signatures are clearly different ...*'

Aviva responded to the complaint on 26 October 2024. While it acknowledged that the signature on the payment claim form representing Ms X was not an identical match to the application form, this would be expected given the 25 years between signatures. In addition, it was confirmed that the signatures were not the only thing that payment was dependent on. It undertook a security check with a person who stated they were Ms X. Aviva also highlighted that the money was paid into the joint bank account that the policy had been paid from throughout the term. Aviva said that where there was a dispute between two policyholders, and the potential that there was a criminal offence, there was little action it could take.

Ms X was not satisfied with Aviva's response and referred the complaint to this Service. Following doing so, Ms X explained that she did not have access to the joint bank account the maturity proceeds were paid into and hadn't had details of the endowment policy either. Ms X explained this was because Mr A had prevented her from having anything to do with their joint finances. Ms X also said that she believed the joint bank account had been closed many years earlier.

One of our Investigators considered the complaint. She recommended that it be upheld.

Ms X accepted the Investigator's conclusions. However, she also highlighted that she had been without the money from the endowment policy for six years and explained that during that time she had suffered significant financial difficulties that the money could have helped with.

Aviva did not accept the Investigator's conclusions. It said it had followed the correct security process. It highlighted that it had not been made aware that Ms X and Mr Y had divorced and were living apart. As such, when the person it spoke to was able to provide what were purported to be the previous marital addresses, and asked that the address it had on record for Mr Y be used as her correspondence address, that satisfied it that it was speaking to the second policyholder. It also highlighted that the changes to the signature it received for Ms X were within tolerances given the amount of time that had passed since the date of the application.

I issued a provisional decision on 5 June 2025, in which I set out my conclusions and reasons for reaching them. Below is an excerpt.

*'Ms [X] has said that she did not sign the maturity documentation, and it was not her that spoke to Aviva, which in combination satisfied Aviva that it was ok to pay out the maturity proceeds of the endowment policy.'*

*In relation to the first point, I have looked at the signatures on the maturity documentation and those on the original application. There is no question that they are different, for both policyholders. However, as Aviva has said, that is expected when there is 25 years between the two sets of signatures being produced. Aviva has said that while it acknowledges the signatures were different, the differences were within tolerances, and I am not persuaded that it is necessarily wrong in that conclusion. In addition, the signatures were not the only thing that paying out the maturity value was dependent on.*

*Aviva also completed security questions with a female person that it was led to believe was Ms [X]. I can't know if it was or who it was that Aviva spoke to if it was not. However, what is important is that the initial security questions were answered correctly. While one question was answered incorrectly that error would not be sufficient to cause Aviva concern, given that it had been confirmed earlier in the conversation that the policy documentation had already been returned to it and so would not be available for reference. A further security question was asked and that was answered correctly. Having considered the call, I do not consider that its contents should reasonably have caused Aviva any concerns. That is especially so given the information Mr [Y] had already given Aviva in relation to their marital status.*

*All of the above said, I think it is plausible that someone other than Ms [X] signed the maturity documentation and spoke to Aviva on the telephone. That leads to the final part of Aviva's security protocol – where the money was paid. The money was paid into a bank account from which the monthly premium had been paid, and it was evidenced that it was a joint account in the names of the policyholders. This evidenced that the two people who were entitled to the policy proceeds would be receiving them.*

*Overall, I can't find that Aviva was wrong to pay out the maturity proceeds, given the information it had at the time.*

*While I note what Ms [X] has said about the bank account the money was paid into, that doesn't alter the fact that the maturity proceeds were paid into an account that was in her joint name and from which she would legally have had access to the funds. What the arrangements between her and Mr [Y] were do not alter the fact that the money was correctly paid to the joint policyholders. What happened to the money after it was paid, is a matter between Ms [X] and Mr [Y], and not something that Aviva can be held responsible for.'*

Aviva confirmed that it had received my provisional decision and had nothing further to add.

Ms X did not accept my provisional decision. She questioned that Aviva had not sent any documentation to any address after 2013 and said that she believed that had it done so, especially in her married name, it would have made her aware of the situation. Ms X went on to say that had she been aware of the situation she could have told Aviva that she and Mr Y were divorced and she would then have been able to claim her share of the policy proceeds. Ms X went on to comment further about the signature and security check – that she considered Aviva had failed on both counts. She also said that my provisional decision had not acknowledged the emotional distress the issue had caused her.

### **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.

Ms X has said that had Aviva sent documentation to the marital home while she was living there alone, she would have become aware of the endowment policy and could have

informed Aviva about the change in circumstances. However, I would confirm that Aviva sent documentation to the marital home for several years after Ms X and Mr Y separated, which was addressed to both of them in Ms X's married name. So by Ms X's logic, she ought reasonably have become aware of the existence of the policy, had she not previously been aware of it, during that period.

I have noted Ms X's comments about the processes Aviva went through before it paid the money out. As I said in my provisional decision, I think it is possible that someone other than Ms X signed the claim form and spoke to Aviva. However, the key issue here is that Aviva paid the maturity money to Ms X and Mr Y jointly, not to Mr Y on his own. I can't find that Aviva was wrong to pay out the maturity value as it did. It was the arrangements, or lack thereof, between Ms X and Mr Y that is the reason for Ms X not receiving any of the maturity proceeds as she has said was the case, not a mistake on Aviva's part.

Ms X has said that she doesn't consider that my provisional decision acknowledged the emotional distress the matter has caused her. While I don't doubt the matter has upset Ms X, as I have found that Aviva didn't do anything wrong and didn't cause the financial loss she has claimed for, I also can't find that it is responsible for any upset the situation has caused her. Again, the upset Ms X has suffered comes about because of the situation between her and her ex-husband, rather than Aviva's actions.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms X to accept or reject my decision before 18 July 2025.

Derry Baxter  
**Ombudsman**