

## **The complaint**

Mr N complains that Aviva Life & Pensions UK Limited (“Aviva”) treated him unfairly when he wished to make a one-off contribution to his pension savings.

## **What happened**

Mr N holds pension savings with Aviva. His pension plan receives contributions made by his employer, and regular and one-off contributions made by Mr N.

Towards the end of March 2025 Mr N got in touch with Aviva to discuss making a one-off contribution to his pension savings. He wanted to ensure that the contribution was applied before the end of the tax year on 5 April.

Aviva accepts that, over a number of phone calls, it didn’t always provide Mr N with complete or accurate information. He was given some conflicting information about the dates that he would need to meet in order for his payment to be guaranteed to be added to his pension plan before 5 April. But ultimately, it does seem that Mr N was told that Aviva’s processing deadline for payments was 31 March. And he was told that the unit price that would be used for the investment of his contribution would be determined the day after the contribution was received.

Mr N complained to Aviva that he hadn’t been told he could make his contribution later – and in its final response letter Aviva confirmed that it would add any contributions it received before close of business on 4 April (5 April was a non-working day). Aviva apologised to Mr N that at times he had been given some conflicting information – it paid him £100 for any inconvenience he’d been caused. But Aviva didn’t think it had caused Mr N any loss in relation to when his contribution had been made, or how it was invested. It thought that he had been given correct information about those timescales. Unhappy with that response Mr N brought his complaint to us.

Mr N’s complaint has been assessed by one of our investigators. He thought that Aviva had set out the timescales it would apply to the receipt of a one-off contribution and its subsequent investment. And he thought that Mr N’s over-riding objective – to make a contribution before the end of the tax year – had been achieved. So, the investigator didn’t think Aviva needed to do anything further.

Mr N didn’t agree with that assessment. So, as the complaint hasn’t been resolved informally, it has been passed to me, an ombudsman, to decide. This is the last stage of our process.

## **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 deciding this complaint I’ve taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that

have been made by Mr N and by Aviva. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words, I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

At the outset I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead, this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

In common with most pension providers, the end of the tax year is an exceptionally busy processing period for Aviva. So, I think it is reasonable, and likely indicative of good customer service, that Aviva provides clear information about the time it might need to ensure its processing activities are completed before the tax year ends.

Here, I accept, Aviva didn't always get its communications with Mr N right at the first opportunity. But I am satisfied that, before he made his one-off contribution, Mr N had been correctly told that Aviva needed to receive his payment before 5pm on 31 March in order to guarantee that it would be added to his pension savings before the end of the tax year.

As Mr N is now aware, it is possible that a payment made at a later date might have been successfully added to his pension savings in time. But I'm not persuaded that, even if Mr N had been aware of that information beforehand, he would have acted any differently. It appears to have been of the utmost importance to Mr N that his contribution was added before the end of the tax year. And it doesn't seem he faced any problems raising the cash needed to make the contribution – by that I mean it doesn't seem he was expecting to make the payment later and had to change his financial arrangements to raise the cash a few days earlier. So, I think that Mr N would have still made the earlier payment in order to guarantee his primary objective – of a contribution within that tax year – was achieved.

But Mr N also clearly had another understandable objective - to ensure that his contribution was invested at a time when the market was most favourable. So, I will now go on to consider whether any attempts to achieve that objective might have caused him to want to make his contribution later.

Clearly, with the benefit of hindsight, Mr N can now pinpoint the ideal time between 31 March and 4 April for his contribution to be invested. But what I need to consider here is whether there could have been sufficient certainty before the contribution could have been paid to lead Mr N to decide to make his contribution at a different time.

The investments that Mr N held within his pension plan were unitised investment funds. Investments of that nature are generally not priced on a "live" basis. So any purchases or sales of that investment will take place at set times each day. An investment fund will generally consist of a basket of "live" traded assets. So it would be unfair to allow trades to take place based on historical prices. Doing so would allow investors to decide whether to buy or sell based on intraday price changes of the component assets that have not yet been reflected in the overall pricing of the investment fund.

But it takes some time for an investment fund to calculate the fair value of the assets it holds at any date. So the price for a particular day's trading will often not be announced until the following day (or sometimes even later). So when Mr N was told that day's price would apply to his trade, and that the price would be set the following day, I think he was given correct information. It might be that he feels Aviva could have explained things more thoroughly, but

I don't think that means Aviva didn't price the purchases made by his one-off contribution correctly.

And I think that approach is supported by the terms and conditions of the pension plan. In particular I think section 4.2 is relevant here, and says;

*"The price we use will be the price of the units calculated for the working day we receive the payment...."*

I don't think Mr N had any way of knowing how the price of his investments might change over the following week. Whilst he might have thought that the market might fall, or rise, in the following days, he had no way of knowing that for certain. So any investment decision he took couldn't have provided certainty. And I'm also mindful that Mr N won't be able to make use of his pension savings for at least another thirty years. Over such an extended period of time any short term fluctuations in the value of his investments are likely to become less material.

Aviva has acknowledged that its mixed communications will have caused some inconvenience to Mr N. I think the £100 compensation it has paid him is fair and reasonable. But, although I know this will be disappointing for Mr N, I'm not persuaded that better information would have caused him to make his one-off contribution on a different date – I think the need to ensure the contribution was applied before the end of the tax year would have been more important. And I think the pricing Aviva used for the investment was fair and in line with the terms of Mr N's pension plan.

### **My final decision**

For the reasons given above, I don't uphold the complaint or make any award against Aviva Life & Pensions UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 14 November 2025.

Paul Reilly  
**Ombudsman**