

The complaint

Mr A complains that Aviva Life & Pensions UK Limited ('Aviva') took too long to send him a 'DocuSign' version of a quote and misled him about the amount he'd receive from his pension, causing him financial loss, distress and inconvenience.

What happened

Mr A has a personal pension with Aviva. He called Aviva on 9 September 2024 as he wanted to withdraw 25% tax free cash to assist a family member. In the call, Aviva said it would post him a quote and acceptance form as well emailing him a 'DocuSign' version which would allow him to electronically sign his acceptance. It explained he'd received these in around five working days and Aviva would make payment within ten working days of receiving his signed acceptance. Aviva also explained his pension would stay invested until it received his signed acceptance, so the amount he'd receive depended on when it received his signed acceptance. Mr A said he might hold on until the value increased to the right point for him; Aviva said he could choose to do that, as he had six weeks to sign via DocuSign. Satisfied with this, Mr A explained he'd seen the value change even over a few days, with today being the highest for about two years.

Mr A called Aviva on 12 September 2024 to chase both the postal and DocuSign documents. The postal version had already been sent to him on 11 September 2024 and he received it soon after.

But by 17 September 2024 he still hadn't received the DocuSign version so he called Aviva, and it said the DocuSign email would be sent as soon as possible and that DocuSign was valid for three months from the date of issue. Mr A says he then received the DocuSign email on 19 September 2024.

On 3 October 2024, Mr A called Aviva again. He asked whether there should be a pre-paid envelope he could return his signed acceptance in; when told no, Mr A asked for the postal address he should send it to. Mr A also asked whether the quoted amount was what he would receive and, after checking, Aviva said it was. On the same day, Mr A signed his acceptance on the postal forms and sent them to Aviva; it received them on 7 October 2024. Mr A then also signed the DocuSign acceptance form on 8 October 2024.

Mr A called Aviva on 10 October 2024 to check it had received his signed acceptance. It said it had and that he could expect payment within the next five working days.

Aviva paid Mr A on 14 October 2024, but the amount was £497.57 less than shown in the quote. So Mr A complained to Aviva about this.

In its final response dated 28 October 2024, Aviva said it had been clear with Mr A in the 9 and 17 September 2024 calls that the value could change. But that it had taken too long to send him the DocuSign email, and this delay meant it should've paid him on 4 October 2024 but it didn't pay him until 14 October 2024. So Aviva paid Mr A £50 for his inconvenience, as well as £68.70 for the investment loss caused by this delay and £9.12 of interest accrued during the delay.

Despite further communication with Aviva, Mr A remained unhappy and brought his complaint to the Financial Ombudsman Service in November 2024. He wanted Aviva to pay him the difference of £497.57 between the quote and what he received, plus a total of £1,500 compensation for his distress and inconvenience.

Aviva maintained it had consistently told Mr A in September 2024 that his fund value could change in the time he took to sign acceptance. But it accepted that in the call on 3 October 2024 it had wrongly told Mr A he would receive the figure shown on the quote. So Aviva thought it had caused Mr A a loss of expectation, for which it offered him a further £100 compensation.

One of our Investigators considered Mr A's complaint and said Aviva had clearly explained to him that his pension would remain invested and what he'd receive would be based on the value of his pension when it received his signed acceptance. That said, the Investigator agreed with both parties that on 3 October 2024 Aviva had incorrectly told Mr A he'd receive the quote amount, but he thought Aviva had already offered enough to put things right.

Mr A disagreed. He said our Service should listen to his calls with Aviva as it had twice told him he'd get the quoted amount. He questioned what the quote being valid for three months actually meant. He said Aviva's incorrect information led him to make the wrong decision, because he'd understood that it didn't matter when he signed and returned his acceptance since he'd get the quoted figure anyway. If Aviva had told him otherwise, he wouldn't have signed acceptance on the day he did when the market was down. As he'd been tracking his pension's value for a long time and in September 2024 it had reached its highest for some time and it seemed the right time to take his payment.

Our Investigator explained that he'd listened to the calls and heard that Aviva gave him the correct information in September 2024. And while it then gave him incorrect information on 3 October 2024, that didn't change what Mr A was entitled to; he'd never been entitled to the quoted figure so Aviva didn't need to pay the difference. But he now thought that, in addition to what it had already paid and offered Mr A so far, Aviva should compare what Mr A should have received on 4 October 2024 with what he actually received on 14 October 2024 and add 8% simple interest to the difference, as he'd been deprived of its use for this time.

Mr A still disagreed. He said the quote didn't explicitly say the figures weren't guaranteed or were only indicative, and to support this he provided some pages from the quote. Mr A said the quote was complex and difficult to interpret so he'd called Aviva for clarity on several occasions and each time it had assured him the quoted figure was correct and valid for six months. That both our Investigator and Aviva accepted it had given him incorrect information on 3 October 2024, and this had superseded what Aviva previously told him so he'd relied on it.

As agreement couldn't be reached, this complaint was referred for an Ombudsman's decision. While that referral was underway, Mr A queried whether the Ombudsman would award him loss of interest.

Mr A's complaint came to me for a decision. At my request, Aviva provided some further evidence, including copies of Mr A's signed postal and DocuSign acceptances. I then contacted both parties informally to explain why I thought Aviva didn't need to do anything further in this complaint. Aviva replied that it had nothing further to add.

But Mr A didn't agree with what I'd said and provided further comments. He reiterated some of the points he'd made previously, adding that there was no disclaimer on the first or second page of the 11 September 2024 quote to state the values were indicative, so to a

reasonable layperson it appeared that the figures were fixed and final. Given this ambiguity he'd called Aviva on 12 September, 17 September and 3 October 2024 to ask clearly and directly if he would receive the amount quoted, and each time it explicitly reassured him of this. So the information Aviva provided in writing and verbally was misleading, incomplete and factually incorrect, and made him think the figures were locked in for a period. So Aviva's serious communication and customer service failures caused him financial loss. Mr A wondered if other customers had made similar complaints, and said Aviva should change its processes to ensure its quotes are clearer and its staff fully trained.

I'm now in a position to make my 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 regulations, regulator's rules, guidance and standards and codes of practice, and what I consider to have been good industry practice at the time. This includes the Principles for Business ('PRIN') and the Conduct of Business Sourcebook ('COBS'). And where the evidence is incomplete, inconclusive or contradictory, I reach my conclusions on the balance of probabilities – that is, what I think is more likely than not to have happened based on the available evidence and the wider surrounding circumstances.

I note Mr A suggests other Aviva customers may have made similar complaints and thinks Aviva should change its processes. But I need to be clear that it's not the role of our Service to tell businesses (like Aviva) what their processes should be. Instead, our role is to consider complaints brought by individual consumers in the particular circumstances. So in this decision, I'm only considering Mr A's individual complaint against Aviva in its particular circumstances.

I've considered the information Aviva provided to Mr A, including in the quote dated 11 September 2024 and Aviva's recordings and call notes from their calls on 9, 12 and 17 September 2024 as well as the call on 3 October 2024.

Mr A says the 11 September 2024 quote doesn't explicitly state on the first or second page (i.e. in the covering letter) that the quoted figure wasn't guaranteed or was for information only, and to support this he's provided some of the pages from his copy of the quote. However, Aviva has provided a complete copy of the quote, which included a two-page covering letter, a one-page 'Key Features Illustration – Summary' and a two-page 'Income Drawdown Key Features Illustration', as well as other further pages. From this, I see that both the covering letter and the Key Features Illustration – Summary said Mr A should read the Income Drawdown Key Features Illustration; this in turn said the current value of his pension is £23,322.21, that he'd asked to take £5,830.55 as tax free cash and designate £17,491.66 into his income drawdown pot. And just below this, at the top of page two of the Income Drawdown Key Features Illustration, it also says, ***"Important The figures shown above are based on the date of the illustration. They are not guaranteed and could change without notice [bold is the original emphasis]."*** Given this, I think Aviva's quote made sufficiently clear that these figures were not guaranteed and could change.

Mr A has referred to the validity periods for things Aviva sent him – he's variously referred to the DocuSign being valid for six months, the quote being valid for three months, and that in calls Aviva assured him the quoted figure was correct and valid for six months. But I've seen nothing in the documentary evidence to make me think Aviva told Mr A the quote was valid for specified period of time – the quote itself makes no mention of this and it's not something

Aviva said in the calls I've listened to the recordings of or seen Aviva's call notes for. Instead, the evidence suggests it was the DocuSign facility that remained valid for a period time - that is, the facility for Mr A to electronically sign his acceptance, rather than the quote itself - because Aviva told Mr A this in the 9 September 2024 call, and Mr A himself refers to the DocuSign being valid for a period of time.

I'm satisfied Aviva gave Mr A the correct information in their call on 9 September 2024. I say this because having listened to this call, I've heard that Aviva highlighted, *"Just a reminder, the amount you receive will depend on your fund value once all requirements are received"*. Mr A asked it to repeat this, which Aviva did adding that *"So it's just going to remain invested until we get that signature back from you"*. Mr A asked, *"So the transfer will happen not now but after you've got the signature?"* And Aviva replied, *"Yeah exactly that, it just remains invested until we get the signature from you"*. Mr A accepted this but then later in the call asked, *"But the value would be of that particular day or would it be today's date?"* Aviva replied, *"So it'll be the date you get that back to us not from today's date."* Mr A then asked, *"Is it worth me keep holding on to it and I see that the value on that date and I send that to you then, is that something that can be done then?"* Aviva explained he could choose to keep an eye on the value and sign on a date he's happy, as he had six weeks to sign via DocuSign. Mr A was happy with this, explaining that he'd seen the value change even over a few days, and today was the best it had been for about two years.

Mr A called Aviva again on 12 and 17 September 2024 because he'd not yet received everything it had said it would send him, particularly the DocuSign email. Having listened to the recording of the 12 September 2024 call and seen Aviva's note of it, I'm satisfied Aviva gave Mr A correct information in this call and didn't say anything that ought reasonably to have led him to expect to receive the quoted figures.

I've not been provided with a recording of the 17 September 2024 call but I do have Aviva's note of it which records that their discussion included, amongst other things, Aviva *"explained the effective (disinvestment) day requirement for payment"*, Mr A wanted the DocuSign version so he could return his signed acceptance at his convenience, and Aviva explained *"that DocuSign is valid for 3 months from the date it is issued"*.

Similarly, I don't have a recording of the 10 October 2024 call but I do have Aviva's note of it. Based on this note, the call's purpose was primarily for Mr A to check if Aviva had received his signed acceptance and when he might expect payment, and to also ask about potentially transferring his pension. There's nothing in this note to suggest Mr A and Aviva discussed what amount he would receive in this call.

But even if I were to accept (which I don't) Mr A's argument that Aviva told him in the 12 and 17 September 2024 calls that he'd receive the amount shown in the quote, I don't think that makes any difference to the outcome of this complaint. I say that because I already agree with both Mr A and Aviva that Aviva gave him such incorrect information in the 3 October 2024 call - I've listened to the call recording and when Mr A asked if he'd receive the figure shown in the quote, Aviva checked and said he would receive that amount.

And while I appreciate Mr A says he made a decision based on Aviva incorrectly saying he'd receive the quoted amount and that this is the amount he wants from Aviva, it remains the case that what he'd be paid was not guaranteed until Aviva had received everything it needed to process the drawdown he'd asked for, including Mr A's signed acceptance of its quote. Because Mr A's pension remained invested during that time and so its value varied on a daily basis, as Mr A himself had noticed. If its value was to be agreed in advance, customers could either gain or lose value depending upon how long it takes to complete the drawdown transaction. So Mr A was never entitled to receive exactly the quoted amount.

However, I do think Aviva incorrectly raised Mr A's expectations in the 3 October 2024 call by telling him he'd receive the quoted amount. Aviva has itself already offered Mr A a further £100 compensation for this, in addition to the £50 it's already paid him for the inconvenience caused by not sending the DocuSign email sooner – so Aviva has offered Mr A a total of £150 for his overall distress and inconvenience. Given that the DocuSign delay was relatively short and that Mr A's expectations were raised for a relatively short period of time, I think a total of £150 is a fair and reasonable amount of compensation for Mr A's overall distress and inconvenience here. So Aviva should pay Mr A the additional £100 it has offered.

I note Aviva says its delay in sending the DocuSign email means it should have paid Mr A on 4 October 2024, but it actually paid him on 14 October 2024. And I see Aviva has already paid Mr A £68.70 for the investment loss it's calculated the DocuSign delay caused him plus £9.12 of interest accrued during that delay.

But I'm mindful that Aviva issued its postal quote to Mr A on 11 September 2024, only two days after he'd asked for a quote, and that he'd received this by 17 September 2024 given his call to Aviva that day was only to chase the DocuSign email. So while Aviva sent the DocuSign later than it should have, I think it had in any case already sent Mr A the postal quote in good time, and this gave him a reasonable way of signing his acceptance. Further, I'm not persuaded that Mr A was relying on receiving the DocuSign, because he says he received it on 19 September 2024 yet the evidence shows he signed acceptance more than two weeks later on 3 October 2024 using the postal quote - he only signed via DocuSign later, on 8 October 2024. And once Aviva received Mr A's signed acceptance, it appears to have paid him in reasonable time and within the timeframe it had promised him.

That said, Aviva itself has chosen to pay Mr A £68.70 for the investment loss it says its delay sending the DocuSign caused him, plus £9.12 of interest accrued during that delay. This is something Aviva can itself choose to pay Mr A, but in my view Aviva doesn't need to do anything further on this particular point.

So to put things right here, I think Aviva should pay Mr A the additional £100 of compensation it has already offered him for his distress and inconvenience, if it hasn't paid this already, in order to bring the total for this up to £150.

My final decision

For the reasons set out above, I uphold this complaint. Aviva Life & Pensions UK Limited should pay Mr A the additional £100 of compensation it has already offered him for his distress and inconvenience, if it hasn't paid this already, in order to bring the total for this up to £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 October 2025.

Ailsa Wiltshire
Ombudsman