

The complaint

Mr Y complains that Aviva Life & Pensions UK Limited (“Aviva”) showed information on his online portal that was misleading. As a result, Mr Y says that the purchase of some equities in his pension account was delayed.

What happened

Mr Y holds pension savings with Aviva in a self-invested personal pension plan (“SIPP”). On 7 April 2025 Mr Y used Aviva’s online system to sell some of his pension investments. He wanted to use the proceeds of that sale to purchase some shares in two major UK banks. Mr Y says he was told by Aviva that the proceeds of the sale of his investments would be available in his SIPP within five working days.

Mr Y says that he regularly accessed his online account to await the receipt of the funds as he was aware that the purchase price of the shares was rising. He says that each time he logged into the website he was presented with a message saying, *“Once we have received a payment in to your account you will be able to see details here.”*

By 15 April Mr Y says the same message was still being presented to him. He called Aviva to question when his investment sales would settle. But Aviva explained that the sales had settled on 11 April, and the funds were available to Mr Y in his SIPP. Mr Y complained to Aviva that the information he had been given on his online account wasn’t sufficiently clear.

Aviva didn’t agree with Mr Y’s complaint. It said that the information he had referred to was simply a general landing page for its online service. It said that page showed a link to *“view account details”*, and that if Mr Y had used that link, he would have seen the settled funds. So, Aviva didn’t think it had done anything wrong. But it told Mr Y that it would be raising a change request to improve the wording on that webpage so that other customers wouldn’t be confused in the same way he was. Unhappy with that response Mr Y brought his complaint to us.

Mr Y’s complaint has been assessed by one of our investigators. He said that Aviva’s records showed that Mr Y had been a regular user of the online service, both to buy and sell investments in his SIPP. He thought that Mr Y’s previous successful use of the online portal should have led him to explore the information that was available through the *“view account details”* link. So, he didn’t think that Aviva was at fault for any delays to Mr Y’s purchase of the shares.

Mr Y 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 Y 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.

Mr Y has provided us with screenshots showing the information he saw when he logged into his online account with Aviva. Those screenshots show the first page he would have seen had the following information in the middle of the screen;

“Once we have received a payment in to your account you will be able to see details here.”

Mr Y has said that he looked no further than that page when he was awaiting the receipt of the proceeds from the sale of his investments. He says that the wording of the information on that screen reasonably led him to conclude that details of the settlement of his trading instruction would appear on that front page. So he says the information given to him by Aviva was misleading and therefore makes the firm responsible for the delay in the purchase of the shares that he intended to make.

I am mindful that Mr Y has been a relatively frequent user of Aviva's online services. As well as using the system for information on the performance of his investments he has been able to successfully buy and sell investments on several occasions since March 2023. So it seems he would have been well used to using the online service, and experienced at accessing the additional links shown on the first page (that also included links to “buy” and “sell” investments). It is also likely that, given this was a generic landing page following a successful login, that Mr Y would have seen a similar message in the past – and at times when he wasn't awaiting the settlement of any investment sales.

But I have no doubt that Mr Y has given us his honest testimony and that he was genuinely confused by the information he saw on Aviva's website. But what I need to decide here is whether that information was sufficiently poor that I would think Aviva should be responsible for Mr Y's misunderstanding. And I am sorry to tell Mr Y that I don't think that is the case. It is always possible for information to be misunderstood – but that doesn't always mean that an error has been made. In this case I don't think it would be unreasonable to conclude that “here” meant on this online portal, rather than on that specific landing page.

In that regard I have considered that Aviva has told Mr Y that it has raised a change request for consideration to be given to updating the wording he saw. I think that is a sensible and pragmatic approach by Aviva since, although it (and I) might think its wording was sufficient, it has clearly caused some problems for Mr Y. Where possible I think Aviva would want to avoid any similar issues for other customers in the future. But improving the way that information is displayed doesn't necessarily mean that the original wording was incorrect – Aviva is simply reacting to Mr Y's experience to prevent other customers from suffering a similar misunderstanding.

I appreciate how disappointing this decision will be for Mr Y. There seems little doubt that he was confused by the information shown to him on Aviva's online portal. But I'm not

persuaded that the information was such that Aviva should be considered responsible for the way in which it was interpreted by Mr Y. So I don't think Aviva was responsible for any delays in Mr Y making the investments he intended with the proceeds of his pension investment sales.

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 Y to accept or reject my decision before 2 January 2026.

Paul Reilly
Ombudsman