

The complaint

Mr B complains about the service he received from Bournebridge Financial Services Limited ("BFS") when transferring the proceeds of his defined benefit (DB) Occupational Pension Scheme ("OPS") pension to a Personal Pension Plan ("PPP"). He says BFS' actions caused him to suffer a financial loss, for which he'd like to be compensated.

What happened

Mr B had an introductory call with BFS on 23 December 2021. BFS explained that as it wasn't authorised to provide DB transfer advice, it would be referring Mr B's case to a firm with the appropriate permissions, which I'll call "Firm G". Before doing so, BFS asked Mr B to provide information about his OPS. It was also agreed that if Firm G advised Mr B to transfer, BFS would provide him with ongoing advice.

On 30 December 2021, Mr B sent BFS a valuation statement for his OPS benefits, confirming a cash equivalent transfer value (CETV) of around £800,000, guaranteed until 27 March 2022.

BFS responded to Mr B on 4 January 2022, providing, amongst other things, its Client Agreement form, Service Proposition Engagement document/terms of business, risk questionnaires, and Firm G's forms. It asked Mr B to complete, date and sign the forms before scanning and returning them.

BFS emailed Mr B on 12 January 2022, asking how completing the forms was going and offering help if needed. Mr B replied on the same day saying his printer had broken and that he'd try to complete and send the forms that weekend.

On 17 January 2022, Mr B emailed BFS, saying he'd tried scanning the completed documents but given how frustratingly long this was taking, he'd decided to return them by post. He apologised for the delay and said he hoped the documents would be with BFS before the end of the week. Mr B asked BFS to confirm when the documents were received so next steps could be discussed. BFS acknowledged Mr B's email on the same day and confirmed it would send any future forms via post.

Mr B emailed BFS on 28 January 2022, querying whether it had received the documents he'd posted the previous week. BFS responded on the same day confirming it hadn't and that it would have its administrator check again. The BFS advisor Mr B was dealing with also mentioned that he was on annual leave.

As BFS' administrator hadn't been able to locate Mr B's documents, on 7 February 2022, it asked him to post them again, this time to the BFS advisor's home address.

Mr B responded to BFS the following day, saying he'd confirm when the documents had been sent. He advised that he was on holiday and hoped to catch up with BFS the following week.

On 15 February 2022, Mr B emailed BFS, confirming he'd be sending the completed documents via 1st class post the following day. He asked BFS to let him know when it wanted to catch up.

BFS confirmed receipt of Mr B's documents on 17 February 2022 and asked when he was free to speak. Mr B and BFS later confirmed they'd speak on 22 February 2022.

On 22 February 2022, BFS discussed next steps with Mr B and forwarded relevant documents Mr B had completed to Firm G. Firm G responded the following day requesting its health consent and the scheme enquiry forms which were still outstanding. It said that as soon as these were provided, it would be able to set up Mr B's file. BFS provided the requested forms an hour later.

Firm G emailed BFS on 1 March 2022, in summary, saying:

- Mr B's submissions had been accepted and it intended to start working on his file on 3 March 2022. However, this was dependent on it receiving everything it needed.
- It enclosed its guarantee risk letter, which it sent to all clients, clearly stating it couldn't be held responsible for any resulting decrease in transfer value if there was one.

Mr B contacted BFS on 1 March 2022, asking for an update. BFS responded on the same day, confirming he expected work to begin within a day or so. He said Firm G would be in touch with him and asked Mr B to let it know when this happened.

Firm G began its fact find process with Mr B on 15 March 2022.

On 16 March 2022, Firm G contacted BFS. It said that having reviewed Mr B's file, it noticed that Mr B held a Group Personal Pension (GPP). As per the regulator's requirements it needed to consider this pension when advising on a potential transfer, so it asked BFS to get Mr B to complete and return a pension enquiry form for his GPP. BFS requested GPP information from Mr B on the same day.

Having received no response, on 22 March 2022, BFS chased Mr B, asking him to return the pension enquiry form for his GPP as requested.

Mr B responded to BFS on 31 March 2022, providing the completed pension enquiry form.

On 4 April 2022, a new valuation statement for Mr B's OPS benefits was issued. It confirmed his new CETV was around £690,000.

Firm G contacted BFS on 5 May 2022, stating that as it didn't have access to the designated portfolio Mr B intended to invest in, it would need BFS to run an illustration and send it a copy.

Firm G later advised Mr B to transfer his OPS. Mr B accepted the recommendation, and the transfer was later completed. However, as he was unhappy with the service he'd received from BFS, Mr B complained.

BFS sent its final response to Mr B on 24 January 2023 and didn't uphold the complaint. In summary, it said:

- It was made clear from the outset that Mr B would be referred to Firm G for transfer advice.

- Although the time taken to complete the referral to Firm G was lengthy, this wasn't BFS' fault. Mr B's response times to document requests had caused unnecessary delays. Once BFS received the required documents, no avoidable delays occurred.
- Because the intention was for Mr B to be an ongoing client, BFS had a duty to ensure it understood his financial circumstances so it could best advise him. Firm G had the same responsibility, and therefore both firms had to carry out their own fact-finds. These seemingly duplicated processes hadn't caused unnecessary delays in the way Mr B suggested.

Unhappy with BFS' response, Mr B referred his complaint to our Service. One of our investigators considered the matter and didn't think the complaint should be upheld. In summary, he thought the main delays were caused by how long it took for the necessary documents and forms to be returned. He didn't think it was unreasonable that BFS sent forms and documents to Mr B in portable document format (PDF). If there was any issue with this, he felt this should've been raised with BFS at the time.

Mr B disagreed. In summary, he said:

- In his first conversation with BFS, he was told there was plenty of time to complete the pension transfer. BFS had clearly misled and misinformed him about this. This meant that he hadn't realised the importance of responding to requests immediately. If he'd known this, he would've done so.
- He didn't understand why he'd needed to complete BFS' fact find when it hadn't been giving advice. He considered this had delayed matters.
- If BFS had referred him to Firm G at the outset, there'd have been no delay or loss on the value of his pension.

As no agreement could be reached, the complaint was passed to me for a 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.

Having done so, I'm afraid I won't be upholding it. I'll explain why but before I do, I should explain that while I've taken note of all the arguments made by both parties, I've limited my response to the issues I consider to be central to this complaint. That's to say:

- What BFS' role was and what Mr B could reasonably expect as a result.
- Whether BFS' acts or omissions caused Mr B to miss his OPS' March 2022 CETV deadline and sustain a financial loss.

Although another party was involved in the transfer process, my findings are limited to BFS' acts or omissions as it's the party Mr B has complained about. Another party may have contributed to delays with the transfer, but I'm unable to make a finding on this. However, this doesn't mean I've ignored the impact of any delays another party may have caused, or that I've held BFS responsible for these.

Overall, I have sympathy for Mr B. It's clear that in deciding to transfer and seeking BFS' assistance, he was looking to take deliberate action to try to ensure his needs in retirement were met. Mr B understandably relied on BFS to act in his best interests. And while BFS didn't have the necessary permissions to provide the transfer advice he was seeking; I think Mr B reasonably expected it to refer him to Firm G in a timely fashion, which he hoped would facilitate the transfer of his OPS and ensure he secured the December 2021 CETV.

Therefore, I understand why he was disappointed when the CETV he secured following the transfer was more than £100,000 less than the one he was originally quoted.

Mr B feels he did all that was required to ensure he met the CETV deadline. In his first conversation with BFS, he says he was told he had plenty of time to transfer and that nothing was said about securing the December 2021 CETV being dependent on the transfer process being completed by 27 March 2022. Mr B says BFS caused delays, without which he would've secured the December 2021 CETV. Accordingly, he'd like BFS to compensate him with the difference between the December 2021 CETV and the CETV he secured upon transfer.

BFS' position is that Mr B's referral to Firm G was delayed because of how long it took Mr B to complete and return the necessary forms.

Mr B sent BFS the valuation for his OPS benefits which set out the requirements for securing the December 2021 CETV. It confirmed the CETV was guaranteed until 27 March 2022 and that to secure it Mr B needed to ensure the following was received by his OPS *before* 27 March 2022: a Transfer Agreement form (signed by the provider of the plan he was transferring to), confirmation of the receiving scheme's HMRC registration status, evidence Mr B had received independent financial advice, and identity verification documents. If the necessary forms and documents weren't received before the deadline, Mr B's CETV would be recalculated and could be higher or lower than the value previously quoted.

There's no record of Mr B's initial conversation with BFS or evidence of the assurances he says it gave about there being enough time for him to secure the December 2021 CETV. However, based on the valuation Mr B received from his OPS, I'm satisfied that the position in terms of securing the CETV was clear and that he should reasonably have been aware of the timescales associated with it. And notwithstanding anything which may have been discussed at the outset, the fact that Mr B was being referred to another firm for transfer advice because BFS wasn't authorised to give it, should reasonably have indicated that BFS wasn't able to provide assurances about transferring. After all, it was entirely possible that Firm G could conclude that transferring wasn't in Mr B's best interests and advise against it.

I've looked carefully at the referral process as it occurred to identify any delays BFS was responsible for and assess their impact. In doing so, I've thought about when, but for any errors by BFS, the referral to Firm G could've been made and what this meant in terms of Mr B's ability to meet the requirements for securing the December 2021 CETV.

From what I've seen, the first notable period that passed during the referral process relates to how long it took Mr B to return the forms BFS asked him to complete.

On 4 January 2022, BFS asked Mr B to complete, scan and return relevant forms by email. Six working days later, after receiving no response, BFS chased Mr B for an update and offered its assistance if he needed anything. Mr B responded, explaining that his printer had broken, and he'd try to send the documents that weekend. Three working days later, Mr B emailed BFS letting it know that due to difficulties with scanning, he'd decided to return the documents by post. He apologised for the delay. BFS responded, saying it would send forms by post in future.

The deadline for securing the December 2021 CETV was 59 working days away when BFS asked Mr B to complete and return forms. It's not clear exactly when Mr B returned the forms. However, based on the available evidence, I think it's fair to say it would've been somewhere between 18 and 21 January 2022. Generally, taking 11-14 working days to return forms – which is approximately how long Mr B appears to have taken – might be reasonable. But if Mr B's objective was to transfer and secure the December 2021 CETV

(which was time dependent), I think it would've been prudent for him to try to return the forms sooner. By not doing so there was a risk time might be lost unnecessarily with consequences further down the line.

Mr B is critical of BFS sending forms by email, saying it meant he had to use a work laptop and relative's printer to complete and return them, which ultimately delayed matters. He thinks the forms should've been available to complete online and says BFS shouldn't have assumed he had access to the same equipment available in its office.

There were around seven forms to complete, so I appreciate Mr B's frustration with the time and energy it took to complete and return the forms. However, I'm unable to agree that BFS did anything wrong and caused delays based on the way it sent and asked for them to be completed. Sending the forms by email ensured they were received by Mr B as soon as possible which I think was sensible given the circumstances. And while Mr B may have preferred to complete the forms online, BFS wasn't obligated to provide this option. It's also worth noting that some of the forms were Firm G's, so BFS had no say in the format used. Additionally, some of the forms appear to have required wet signatures, so completing them online wasn't an available option.

In this instance, I think BFS was sufficiently considerate of Mr B's needs. I note that even though it asked Mr B to scan and return the forms, it invited him to let it know if this wasn't possible and offered help if Mr B needed it. I can't see that Mr B made BFS aware at the outset of any issues he might have with what it was requesting, so I wouldn't have expected it to do more in the circumstances. If Mr B felt there were problems with how BFS was asking him to return the forms, I consider that the onus was on him to make it aware of this. As he didn't do so until he'd already decided to return the forms via post, I'm unable to agree that BFS is at fault for the delays associated with the forms being returned.

The next notable period in the referral process was the time between Mr B sending BFS his forms and BFS receiving them.

On 28 January 2022, Mr B queried whether BFS had received his forms. BFS responded on the same day, advising that it hadn't and would check again. Having not been able to locate the forms, six working days later, BFS asked Mr B to resend them to a different address. Mr B re-sent a new set of completed forms seven working days later, and having confirmed receipt of them, BFS and Mr B arranged to speak four working days later.

Unfortunately, Mr B's first set of forms were never received by BFS and assumed lost in the post. The resulting delay was unfortunate but something neither Mr B nor BFS were at fault for. I've considered the time BFS took to ask Mr B to resend the forms and how long it took Mr B to do so, bearing in mind that the BFS advisor and Mr B were both on holiday during this time, and I don't think it was excessive.

By the time BFS received Mr B's completed forms, the deadline for securing the December 2021 CETV was 26 working days away. BFS forwarded the forms to Firm G on the same day it discussed next steps in the referral process with Mr B. Firm G responded six working days later, confirming that if it had everything it needed, it would begin working on Mr B's file within a couple of days. Firm G began its fact find process with Mr B on 15 March 2022 and contacted BFS a day later requesting information about Mr B's GPP. BFS requested this from Mr B on the same day, but having received no response after five working days, it chased him. Mr B responded with the requested information seven working days later, however, by this time, the deadline for securing the December 2021 CETV had already passed. As I understand it, Firm G went on to carry out its advice process, and having accepted Firm G's advice, Mr B transferred out of his OPS almost four months later.

It's unfortunate the deadline for securing the December 2021 CETV was missed. But I haven't seen anything indicting that BFS caused any avoidable delays, without which Mr B would've been able to meet the deadline. Based on what I've seen and bearing in mind that it wasn't the party that would be giving the transfer advice, I think BFS was proactive and acted with sufficient speed.

I understand that Mr B feels that BFS should've done more chasing to get the transfer completed sooner, but I'm unable to agree. Given the significance of the transaction that was potentially going to take place and BFS' obligation to act in Mr B's best interests, it wouldn't have been appropriate for it to chase matters any more than it did. If it had, I think this could've resulted in Mr B being put under undue pressure to transfer, and BFS had a duty to ensure this didn't happen. Its role wasn't to simply make the transfer happen so Mr B could secure the December 2021 CETV.

Mr B has said the fact find process he went through with Firm G felt like a duplication of much of what he'd already been through with BFS as part of its fact find. He says he had to repeat a lot of the information he gave to BFS at the outset and feels this needlessly delayed the transfer.

I understand that going through two fact-finding processes may have felt unnecessary. However, BFS and Firm G carrying out separate fact finds is what I'd have expected in the circumstances. There are some instances where a regulated firm may reasonably rely on information gathered by another professional firm, but each firm also has a significant and overriding responsibility to ensure it has *all* the necessary information required to understand the essential facts about a client that are relevant to the nature and extent of the service being provided or intended. The intention was for BFS to provide ongoing advice, while Firm G was to provide the transfer advice. Given that both firms would be providing very different services, I'm satisfied the fact finds were necessary and not a reflection of BFS' inefficiencies in the way Mr B has suggested.

Overall, I haven't seen anything which leads me to conclude that BFS should compensate Mr B in the way he's seeking. There was never any guarantee that the December 2021 CETV deadline would be met. And bearing in mind the involvement of third parties, I can't fairly say that BFS is to blame for how long it took for the transfer to be completed.

As I've said, I do sympathise with Mr B. The level by which his CETV decreased before the transfer was completed wasn't insignificant. And if his hope had been to secure the higher transfer value first quoted to him, then he will understandably have been upset and no doubt very disappointed when this didn't happen. But as set out in Mr B's December 2021 valuation statement and because the transfer wasn't finalised until after the CETV deadline, Mr B's OPS recalculated his transfer value, and this was the amount transferred. As I'm satisfied that Mr B received the transfer value he was entitled to, I won't be directing BFS to compensate him in the way he seeks.

I don't doubt the sincerity with which Mr B brings his complaint to this Service or his strength of feeling on the matter. But for the reasons outlined above I won't be asking BFS to do anything further. I understand Mr B will be disappointed with my decision.

My final decision

For the reasons I've given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 May 2024.

Chillel Bailey
Ombudsman