

The complaint

Ms C complains that St. James's Place Wealth Management Plc (SJP) provided a poor level of service and failed to provide timely advice to assist in her decision-making following a Pension Sharing Order (PSO) under which she would receive a share of two of her ex-husband's pensions. She feels this may have caused her a financial loss.

I understand that Ms C has a separate complaint with the ICO about her Subject Access Requests (SAR) to SJP. My decision won't cover this complaint.

What happened

The background to this complaint is well known to both parties, so I won't repeat it here.

In summary, Ms C was the beneficiary listed in two PSOs. She asked SJP to provide advice on where to transfer the funds from these pensions.

Despite having an initial meeting with SJP on 21 March 2023, and making it clear to the adviser that Ms C had a deadline for the advice she needed of 6 May 2023, the advice she needed wasn't provided in time.

So on 2 May 2023, Ms C said she was forced to decide on the transfer without advice. She felt she had no choice but to instruct her work pension provider to take on both pensions. But she feels she's suffered financially due to the lack of timely advice. Ms C wants SJP to compensate her for her financial losses. She also wants compensation for the distress and inconvenience caused.

SJP issued its final response to the complaint on 28 September 2023. It felt that the adviser had tried his best to deal with the transfers as quickly as he could. And that he'd not given Ms C any guarantee that he would be able to meet her deadline. SJP said that it took time to gather the information needed for transfer advice, and then use that information to make a decision on whether a transfer was in a client's best interests. So it never provided a guarantee about how long this would take.

SJP said it couldn't advise Ms C on whether the pension plan she'd decided to transfer to was the correct destination for her funds. It suggested she contacted an Independent Financial Adviser (IFA) for comment on the suitability of that pension plan. It also said she could transfer her funds out of that plan if she wanted to.

SJP offered Ms C £250 in recognition of the time it'd taken to provide a response to her complaint.

Ms C didn't agree with SJP. She felt the adviser should've told her that her deadline was unachievable from the start, or advised her to seek an extension. She also said that the adviser had said that she might be able to retain the final salary benefits from one of the pensions in the PSOs. She felt that since she'd now transferred that pension away, she may have lost out.

Ms C also noted that the adviser had told her in his 19 April 2023 email that his advice would be forthcoming the following week. She said she'd never been told why this hadn't happened. She was also astonished that SJP had advised her to seek support from an IFA about the pension plan she'd transferred to, as this was what she'd been trying to achieve with SJP.

Unhappy with SJP's response, Ms C brought her complaint to this service. She said that the whole process had caused, and continued to cause, huge distress and anxiety. She said that the pensions covered by the PSO had significantly decreased in value. She wanted SJP to compensate her for any financial loss. She also wanted compensation for the distress and inconvenience it had caused.

Our investigator didn't think that the complaint should be upheld. Although he felt that SJP could've better managed Ms C's expectations, he felt that the delays had been caused by other parties – for example the requirement for a wet signature which wasn't provided until 24 May 2023. And that it wasn't possible for the adviser to have concluded the advice by Ms C's deadline given full scheme information wasn't made available to him on time. He also noted that even after full scheme information had been provided, the adviser would then have needed to prepare his recommendations and a suitability report. And this would've required approval from another SJP team before the transfer could be finalised.

Our investigator didn't think that SJP was responsible for any potential financial losses. He said that the defined contribution scheme's value would've remained subject to market fluctuations until the transfer requirements had been satisfied in full. And he felt that SJP was reliant on the ceding scheme for the necessary documentation before the advice process could be completed for the final salary pension scheme. He didn't think that there'd been enough time available to conclude the process.

Our investigator felt that the £250 SJP had offered in recognition of the time and upset caused was reasonable.

Ms C didn't agree with our investigator. She made the following points:

- Ms C didn't think that this service had all the information it needed to consider her complaint, given her outstanding complaint about her SAR with the ICO.
- She felt the adviser should've told her she didn't need to abide by her 6 May 2023 deadline.
- She felt that our investigator had acknowledged that her adviser could've managed her expectations better. But said that he hadn't addressed the adviser's statement in his 19 April 2023 email and his 5 May 2023 email that although he had the information he needed to advise her he had failed to do so. She felt this showed that the adviser hadn't actioned the information he'd received in a timely way.
- She said that the £250 SJP had paid her wasn't for trouble and upset, but that it was paid given how long SJP had taken to respond to her complaint.
- She felt that our investigator had ignored SJP's clear failings. She said SJP had admitted to poor communication. And that it had even sought information on her pensions in an entirely different name, which she felt had contributed to the delays. She felt these delays meant that she hadn't received the advice she'd needed on time.
- Ms C also still wanted to know whether she could've retained the final salary benefits

from one of the PSOs.

As agreement couldn't be reached, the complaint has come to me for a review.

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 not going to uphold it. I know this will be disappointing for Ms C. I'll explain the reasons for my decision.

Ms C has made lengthy and detailed arguments about why she feels let down by SJP. I'm sorry that she's been through such a stressful time.

I'd first like to assure Ms C that this service would not consider a complaint unless it felt it had the information it needed to do so. Therefore, while I acknowledge she doesn't feel that we have all of the information we need, I'm satisfied that we do.

I have read and carefully considered all of Ms C's submissions. Having done that, I consider that the basis for the complaint is that SJP's adviser failed to produce the advice Ms C felt she needed by 6 May 2023 in time. So I first considered whether 6 May 2023 was the correct deadline.

Was 6 May 2023 the correct deadline?

There are two pensions at the heart of this complaint. They were the subject of two separate PSOs. One of the pensions was a Final Salary (FS) pension and one was a Defined Contribution (DC) pension. To date, I haven't been provided with dated copies of either PSO. SJP said it never received dated copies. It has shared undated copies of both PSOs with this service.

Ms C has also told this service that she has never actually seen a dated copy of either of the PSOs. But she thought that her PSOs were dated 6 February 2023, and that she only had until 6 May 2023 to implement them. But due to not knowing whether the PSOs had been made or not, and the health issues she faced around this time, she wasn't able to seek financial advice before the 21 March 2023 meeting.

Ms C said she made it clear to the adviser from the 21 March 2023 meeting that she needed his advice on the two pensions covered by the PSOs by 6 May 2023. She said she had calculated this date from the following:

- correspondence from her ex-husband's solicitor on 6 February 2023 which said it had sent the PSOs to the pension providers.
- the letter from the DC pension administrator dated 14 February 2023. She said this stated that if they didn't receive all the required information within three months they would automatically place the pension named in the PSO into a specified plan. Ms C said she didn't want this to happen without substantive advice.

Ms C said that she'd therefore assumed that the deadline she was working towards was 6 May 2023, as this was three months after the date she felt the PSOs had been provided.

Ms C said that her adviser had never said that he couldn't provide the advice by her deadline. Nor did he indicate that Ms C could potentially seek an extension. She felt that the

adviser should've alerted her to both of these things.

As our investigator stated, if a pension is subject to a PSO, the pension scheme provider has up to four months to implement the order. But this time only starts when they receive all the necessary information to implement the PSO.

The 14 February 2023 letter from the DC pension administrator explained in detail what information would be needed to implement the PSO. It stated:

"[Administrator name] has a period of four months in which to implement the Order (the Implementation Period). The start date of the Implementation Period will be the later of:

- a. the effective date of the Order (i.e. 21 days after it was made), and*
- b. the date on which we are in possession of*
 - i. the decree absolute (or nullity), and*
 - ii. details of where the pension credit is to be paid, from your ex-spouse.*
 - iii. details of the information requested in part A of our Divorce Requirement Notification.*

We also require you to inform us of where your benefits are to be transferred to with full details ..."

The letter went on to state that if the DC pension administrator didn't receive all of the outstanding information within three months of the date of the PSO, it would start the implementation period. And that it would then go on to put the pension funds into a specified plan.

The DC pension administrator wrote to Ms C again on 2 April 2023. It said that to enable it to implement the PSO, it needed to know what Ms C intended to do with her pension funds. And where she wanted to transfer her benefits to.

I appreciate that these letters aren't particularly clear for anyone who isn't used to the terminology or the rules around the implementation of PSOs. But I consider that the first letter explained that, amongst other requirements, the implementation period for the PSO would only start when the DC pension administrator had received all the information it had listed.

The letter then went on to state that if it didn't receive all of the information it needed within three months of the date of the PSO, then it would start the four-month implementation period. Therefore I'm satisfied that Ms C actually had up to seven months, not the three she assumed, to obtain the advice she needed. And even if she hadn't fully understood the requirements listed under b. above, the least amount of time she had was detailed under a. as four months and 21 days after the date of the PSO.

I therefore can only conclude that the deadline Ms C had set for herself wasn't right. And even if it had been correct for the DC pension, there's no evidence that it was correct for the FS pension.

I acknowledge that Ms C feels that her adviser never said that he couldn't provide the advice she needed by her deadline. But I haven't found any evidence that the adviser ever told Ms

C that he would definitely be able to meet the deadline she'd set. And I'm satisfied that he did explain that certain aspects of the process weren't within his control.

The adviser said that he made it clear from the start that he'd be reliant on two other third parties, one of which was particularly difficult to deal with. The adviser also said that during the 21 March 2023 meeting he'd explained that pension transfers were highly regulated and that the process would take some time. And that he was at the mercy of the existing pension providers to supply the necessary information so that he could generate a report, which would then have to be checked by SJP's Business Assurance team to ensure that it was in Ms C's best interests to proceed.

The adviser's 17 April 2023 email to Ms C's partner also covers the potential issues with third parties. He said:

"However, I'm conscious that your expectations are different to the reality of dealing with pension providers and wanted to be sure that we are all on the same page before we proceed further. If [Ms C] is not comfortable with the way this is panning out, please let us know now. I can assure you that any adviser dealing with pension providers come up against the same obstacles, but it's important that both sides are happy and feel that they can work together."

I asked Ms C why she felt that her adviser was likely to be able to meet her deadline of 6 May 2023 after receiving this email. She told me that the adviser hadn't ever said it would be impossible to meet the deadline set.

I agree that there's no evidence that the adviser ever stated that it would be impossible to provide the advice on time. I'm of the view that he didn't know that the deadline wasn't going to be achievable until he encountered the issues he faced with other parties. I'm also satisfied that he did explain on more than one occasion that he was reliant on other parties for the provision of information. I therefore think that it should've been clear to Ms C that the adviser couldn't control when he got the information he needed in order to produce the advice she wanted. Therefore I don't uphold this part of the complaint.

I also acknowledge that Ms C feels that the adviser should've indicated that she might be able to ask for an extension to the date she felt she needed the advice by. But I don't agree that he was in any position to do so.

I say this because, from what I've seen, Ms C was always adamant that 6 May 2023 was the date she was working towards. I've not seen any evidence that she explained her rationale for this date to the adviser. So I don't consider that he had any reason to doubt her deadline. And she only shared the undated copies of the PSOs with the adviser on 18 April 2023. As the adviser never knew the date of the PSOs, or Ms C's rationale for working towards her deadline of 6 May 2023, I can't fairly uphold this part of the complaint.

I've gone on to consider if SJP's actions have caused Ms C to lose out.

Did SJP's actions cause Ms C to lose out?

Once SJP hadn't provided the advice Ms C needed within her deadline, I can see that she felt that she was: *"left with little choice but to transfer her pension entitlements (from the divorce) to her workplace pension scheme"*. She made this decision on 2 May 2023 for both the DC and the FS pension. But she hoped that her instruction for the transfers could be reversed if the advice arrive shortly after that decision. So she was further disappointed when the advice didn't arrive later in May 2023.

In particular, Ms C felt that she could've lost out on retaining the FS benefits from the FS pension covered by one of the PSOs. Ms C was therefore concerned that making a rushed decision to transfer her pensions to what she felt was her only option may have caused her financial loss.

I've not been provided with much specific information about this transfer. But I have been provided with a copy of the letter dated 23 February 2023 that Ms C received from her ex-husband's final salary scheme's administrator. This stated:

"I am now in a position to carry out the pension-sharing order or agreement.

We'll pay you 100% of the CETV. The Trustees cannot offer you membership of the Fund."

Ms C told this service that as a lay person, she didn't understand what this meant. She said she'd shared a copy of this letter with her adviser on 10 March 2023. So when the adviser sent her an email on 17 April 2023 in which he suggested it was possible that she'd be able to retain the FS benefits, I can see that Ms C would've felt there was a chance that this could happen.

The evidence shows that the adviser wrote to the FS administrator on 19 April 2023 to ask it whether Ms C would retain the FS benefits. And what she would need to do for that to happen, and by when. But the FS administrator didn't respond until 10 May 2023, when it said it couldn't release any information without a wet signature.

SJP said that although the 23 February 2023 letter had indicated that Ms C couldn't retain the FS benefits within the scheme, its adviser had still needed to check that this was correct, due to the valuable guaranteed benefits that could be lost if there was a possibility that membership could be retained.

On this basis, I agree that it was reasonable for the adviser to suggest in his 19 April 2023 email that this might be possible. I can also see from the timeline that I've been provided with that SJP took repeated actions to get the wet signature it needed from Ms C's ex-husband so that it could access the information it needed from the FS administrator, including clarification on whether or not Ms C would be able to retain FS benefits.

I'm satisfied that the evidence shows that SJP did what it could to get what it needed in a timely manner. But despite this, it didn't get the wet signature until 24 May 2023, well after Ms C had decided to transfer to her workplace pension. As this was also after it'd stopped working with Ms C, I can't reasonably ask it to continue to look into whether or not it would've been possible for Ms C to have retained the FS benefits.

I understand why Ms C still wants to know whether or not this would've been possible.

SJP said that it'd never found out whether or not Ms C could've retained the FS benefits. It said that its adviser hadn't reached the point of giving advice before Ms C had decided to transfer her pensions to her workplace pension. And that this would've been confirmed by the adviser when he'd made his recommendation to Ms C.

I acknowledge that Ms C's partner said in his 16 May 2023 email to her adviser that the adviser had told her on 12 May 2023 that his research/recommendations were awaiting approval. But the adviser said he didn't make this confirmation. He said it wasn't the case that his research/recommendations were awaiting approval.

I can't be certain what was said on 12 May 2023. But I'm satisfied that the adviser couldn't have produced recommendations which were waiting approval by this date. I say this

because SJP only received the signature it would've needed to access the information required for such recommendations on 24 May 2023, by which time it was no longer working for Ms C.

I next considered whether SJP's actions caused Ms C to lose out.

I'd first like to say that Ms C is still completely free to take financial advice on the transferred monies. So she can do that if she remains uncertain that her transferred funds aren't invested in the best plan for her.

I've not found any evidence that Ms C lost FS benefits due to SJP's actions. I'm also satisfied that I've not been presented with any evidence which caused Ms C to think the deadline of 6 May 2023 which she assumed applied to the DC transfer also applied to the FS transfer.

I'm of the view that Ms C herself chose to transfer that FS pension to her workplace scheme before she received advice from SJP, despite there being no evidence that a deadline applied here. Therefore I can't reasonably hold SJP responsible for any potential loss from that decision. I say this because SJP wasn't able to get the information it needed from the administrator of the FS scheme to produce the advice Ms C had asked it for by the deadline she'd imposed, despite its best efforts.

As Ms C felt that our investigator hadn't addressed the adviser's statement in his 19 April 2023 email and his 5 May 2023 email that although he had the information he needed to advise her, he had failed to do so, I next considered this point.

19 April 2023 and 5 May 2023 emails

On 18 April 2023, SJP received several documents from the DC administrator. I understand that this led to the adviser texting Ms C that day to tell her that he'd received this information. And to him writing to Ms C on 19 April 2023 to state: *"We should have everything in place for you to inform [DC administrator] by the end of next week if not sooner, well ahead of the deadline set by then"*.

Ms C also said that the adviser wrote to her on 5 May 2023, the day before her deadline, to state: *"I'm aware that you need a plan number to give [the DC administrator] by tomorrow and whilst we now have the info we need, we are not going to get this processed and approved by tomorrow"*.

Ms C said that this promised advice never materialised, despite these two emails.

I can appreciate why Ms C would've thought that she'd get the advice she needed, at least for her DC pension, from the emails referenced. From what I've seen, SJP did have the information it needed for the DC pension when it sent the 19 April 2023 email. It hadn't actually finalised its process, but it expected to be able to for the DC pension at the time this was sent.

However, SJP said that although its adviser had expected to progress the transfers at the time of his email of 19 April 2023, subsequent correspondence from the FS administrator changed matters. It said this was outside of the adviser's control and couldn't have been foreseen.

SJP said that while it was still waiting for outstanding information from the FS administrator, it became apparent that there was an issue with signatures on the letters of authority which meant that it wouldn't be possible for the adviser to do what he said he might be able to do in

his 19 April 2023 email. It said that the adviser therefore couldn't finalise his full advice in the time he'd suggested as he wasn't able to continue without the full scheme information.

SJP said that it didn't receive the wet signature for Ms C's ex-husband until 24 May 2023. So it wouldn't have been able to start to proceed to full advice until then. And therefore it wasn't in a position to provide its recommendation when it thought it would've been able to.

At the point that Ms C told her adviser that she'd instructed her workplace scheme to accept the PSO transfer on 2 May 2023, SJP hadn't yet received the information it needed to enable it to proceed to full advice.

From what I've seen, SJP didn't have the information it needed so that it could advise Ms C before her deadline. Therefore I can't fairly uphold this part of the complaint.

I next considered the points Ms C has made about SJP's failings.

Issues with the advice

Ms C said that SJP had admitted to poor communication. And that it had sought information on her pensions using the wrong name. She also felt it had caused confusion, failed to chase the pension providers and got the letters of authority signed by the wrong people. She felt that these had contributed to the delays to the advice.

I acknowledge that the adviser did state: *"Our communication, both internally and externally, should have been better"*.

However, from what I've seen, I consider that the adviser generally communicated reasonably with Ms C. I consider that the communication was generally clear and not misleading. And I've considered specific emails Ms C has complained about earlier in my decision.

I can see that there were issues with getting the required information so that the advice could be produced. But I'm satisfied that most of these issues were caused by third parties, and were therefore outside of the adviser's control. I acknowledge the incorrect name that was used. But I'm not persuaded that this in itself led to a further delay as the main issue was the delayed provision of the wet signature.

Overall, I'm satisfied that although SJP did have issues, these didn't themselves lead to the advice being delayed.

I have also considered Ms C's point that the £250 SJP had paid her wasn't for trouble and upset, but that it was paid because its complaint response was delayed. I acknowledge this point. But as I've found that SJP acted reasonably, I'm can't fairly and reasonably ask it to award compensation for any distress and inconvenience she's suffered. But I do acknowledge this has been a difficult time for her.

I'm sorry that Ms C is unhappy with the service she received from SJP. But from what I've seen, 6 May 2023 was never a date by which the advice needed to be provided. Nor was it the date by which Ms C needed to transfer the pensions under the PSOs. I've not been provided with any evidence that SJP guaranteed that it would provide the advice Ms C wanted before then. I'm also satisfied that SJP provided Ms C with a reasonable level of service in a timely manner. So I can't fairly uphold the complaint.

My final decision

For the reasons explained above, I don't uphold Ms C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 24 April 2024.

Jo Occleshaw
Ombudsman