DRN-4773519

## The complaint

Mr P has complained about the actions of The Prudential Assurance Company Limited when dealing with a transfer request in 2014. Mr P asked Prudential to transfer his personal pension to a small self-administered scheme ("SSAS"). Mr P's SSAS was subsequently used to invest in a car parking scheme and in storage pods. Those investments now appear to have little value.

Mr P says Prudential failed in its responsibilities when dealing with the transfer request. He says that it should have done more to warn him of the potential dangers of transferring, and undertaken greater due diligence on the transfer, in line with the guidance he says was required of transferring schemes at the time. Mr P says he wouldn't have transferred, and therefore wouldn't have put his pension savings at risk, if Prudential had acted as it should have done.

## What happened

On 7 August 2013, Mr P signed a letter of authority allowing a firm – which I will call "Firm C" – to obtain details, and transfer documents, in relation to his pension. Prudential responded on 29 August. Similar requests from Firm C followed on 25 February 2014 and 20 March 2014, both of which Prudential responded to. Firm C wasn't authorised by the Financial Conduct Authority (FCA) to give financial advice at that time (it became an appointed representative of another firm shortly afterwards).

According to Mr P, he never actually met Firm C. He says he received an unsolicited approach from a different firm – Firm R. Mr P says he met someone from Firm R on a number of occasions and became interested in transferring his Prudential pension because he was promised higher returns in a new scheme. He also received a cash payment whilst signing up for the transfer. Firm R also wasn't authorised by the FCA to give financial advice.

In April 2014, a company was incorporated with Mr P as director. Around the same time, a SSAS was opened with Rowanmoor Group Plc. On 22 May 2014, Prudential received a transfer request for Mr P's policy via the Origo Options transfer service. This is an electronic-based system that reduces the need for paper-based correspondence during pension transfers, so it is often used by providers to accelerate the transfer process. A screenshot of the Origo transfer request is not available. It's likely to have recorded the receiving scheme as being a SSAS, the provider of the SSAS as being Rowanmoor Group Plc and various details about Mr P (such as his date of birth and national insurance number) and the receiving scheme (such as its bank account details). Even though all the paperwork from the time is not now available, the company that had been set up shortly beforehand (that had Mr P as director) was likely to have been the sponsoring employer of the SSAS.

The Origo transfer request is also likely to have included a field for the adviser involved in the transfer. It's possible this would have been recorded as Firm C or Firm R. However, as both firms weren't authorised, it's equally likely that this field was left blank. Ultimately, it doesn't impact on the outcome of my decision.

On 30 May 2014, Prudential wrote to Firm C and Rowanmoor to confirm Mr P's pension had been transferred. His transfer value was around £55,000.

Mr P's SSAS was used to invest in storage pods and a car parking scheme, both of which have run into trouble and Mr P – like many investors in those schemes – is struggling to realise any value from them.

In December 2019, Mr P complained to Prudential. Briefly, his argument is that Prudential ought to have spotted, and told him about, a number of warning signs in relation to the transfer, including (but not limited to) the presence of unregulated businesses in the transaction. Mr P thought Prudential failed to conduct the due diligence expected of ceding schemes at that time.

Prudential didn't uphold the complaint. It said Mr P had a legal right to transfer and that none of the information it had about the transfer at the time gave it cause for concern. It said it took comfort from the presence of Rowanmoor because it was an established provider and because it appointed an independent trustee to Mr P's SSAS. Prudential said it also took comfort from the transfer request coming via Origo because of the due diligence it says providers have to go through before joining that platform. Prudential also took the view that it was reasonable for it to have assumed Mr P took advice from a FCA regulated financial adviser because it sent transfer paperwork to Firm C which, it says, was an appointed representative of an authorised firm.

Our investigator was unable to resolve the dispute informally, so the matter was passed to me to decide. I provisionally concluded that the complaint shouldn't be upheld. My provisional decision is attached and forms part of my final decision. Prudential didn't disagree with the outcome of my provisional decision. Mr P made a number of comments which I address below.

**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 reviewed the case once again and considered responses to my provisional decision, my final decision is to not uphold Mr P's complaint.

Mr P has gone to great lengths to catalogue the failures of Prudential. But he covers the same points as I made in my provisional decision. He hasn't added anything substantively new in this respect so there is no need for me to respond to his comments on where Prudential fell short other than to say my views on Prudential's actions haven't changed since my provisional decision.

However, implicit in Mr P's response is the imbalance – as he sees it – between the catalogue of failures on Prudential's part and the "single assumption" that Mr P would have progressed with the transfer anyway. The inference is that I haven't extended Mr P the same latitude as I've allowed Prudential or that the list of Prudential's misdemeanours is so long that fairness would seem to dictate that I find in Mr P's favour. But either argument would be a misreading of how this service approaches cases. There is no running score, the end result of which determines the outcome of a case. And it isn't enough for a respondent business to act unfairly or unreasonably. Where a business has fallen short (as happened here), I must also ask what the complainant would have done had that not been the case.

For the same reasons as given in my provisional decision, I'm satisfied Mr P would have continued with the transfer had Prudential acted as it should have done. In coming to this conclusion, I have considered Mr P's response to my provisional decision including what he says about having an alternative plan for paying off his debts. He says his partner at the time was willing to help him meaning he didn't need the £2,000 cash payment he received for transferring his pension. But it's not an argument I find persuasive.

I say this because Mr P met Mr H from Firm R on a number of occasions over an extended period. He also took a number of relatively involved steps, including incorporating a new business and becoming director of that business. So I don't think there can, realistically, have been a more straightforward way of paying off his debts (which he was "way behind on") because it strikes me that Mr P would likely have taken that route had it been available. I also come back to the point I made in my provisional decision, which is that Mr P couldn't, reasonably, have considered the actions of Mr H, and the transfer process he was led through, as being in any way legitimate. In putting aside those concerns – which he must, reasonably, have had – Mr P demonstrated he wouldn't likely have heeded any warnings given to him by Prudential because he was demonstrably prepared to overlook the significant warning signs that were already available to him.

Therefore, for the reasons given in my provisional decision, and above, I don't uphold Mr P's complaint.

## My final decision

My final decision is to not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 May 2024.

***Copy of my provisional decision***

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*<u>The relevant rules and guidance</u>*

*Personal pension providers are regulated by the FCA. Prior to that they were regulated by the FCA's predecessor, the Financial Services Authority (FSA). As such Prudential was subject to the FSA/FCA Handbook, and under that to the Principles for Businesses (PRIN) and to the Conduct of Business Sourcebook (COBS). There have never been any specific FSA/FCA rules governing pension transfer requests, but the following have particular relevance here:*

- *Principle 2 – A firm must conduct its business with due skill, care and diligence;*
- *Principle 6 – A firm must pay due regard to the interests of its customers and treat them fairly;*
- *Principle 7 – A firm must pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading; and*
- *COBS 2.1.1R (the client's best interests rule), which states that a firm must act honestly, fairly and professionally in accordance with the best interests of its client.*

*The Pensions Schemes Act 1993 gives a member of a personal pension scheme the right to* *transfer the cash equivalent value of their accrued benefits to another personal or occupational pension scheme if certain conditions are satisfied (and they may also have a right to transfer under the terms of their pension contract). This right came to be exploited, with people encouraged to transfer to fraudulent schemes in the expectation of receiving payments from their pension that they weren't entitled to – for instance, because they were below minimum retirement age. At various points, regulators issued bulletins warning of the dangers of taking such action. But it was only from 14 February 2013 that transferring schemes had formal guidance to follow that was aimed at tackling pension liberation – the 'Scorpion' guidance.*

*The Scorpion guidance was launched by The Pensions Regulator (TPR). It was described as a cross-government initiative by Action Fraud, The City of London Police, HMRC, the Pensions Advisory Service (TPAS), TPR, the SFO, and the FSA/FCA, all of which endorsed the guidance, allowing their names and logos to appear in Scorpion materials. The guidance comprised the following:*

- *An insert to be included in transfer packs (the 'Scorpion insert'). The insert warns readers about the dangers of agreeing to cash in a pension early and identifies a number of warning signs to look out for.*

- *A longer leaflet issued by TPAS which gives more information, including example scenarios, about pension liberation. Guidance provided by TPR on its website at the time said this longer leaflet was intended to be sent to members who had queries about pension liberation fraud.*

- *An 'action pack' for scheme administrators that highlighted the warning signs present in a number of transfer examples. It suggested transferring schemes should "look out for" various warning signs of liberation. If any of the warning signs applied, the action pack provided a check list that schemes could use to help find out more about the receiving scheme and how the member came to make the transfer request. Where transferring schemes still had concerns, they were encouraged to write to members to warn them of the potential tax consequences of their actions; to consider delaying the transfer; to seek legal advice; and to direct the member to TPAS, TPR or Action Fraud.*

*TPR issued the guidance under the powers at s.12 of the Pension Act 2004. Thus, for the bodies regulated by TPR, the status of the guidance was that it provided them with information, education and/or assistance, as opposed to creating any new binding rule or legal duty. Correspondingly, the communications about the launch of the guidance were predominantly expressed in terms that made its non-obligatory status clear. So, the tenor of the guidance is essentially a set of prompts and suggestions, not requirements.*

*The FSA's endorsement of the Scorpion guidance was relatively informal: it didn't take the form of Handbook Guidance, because it was not issued under s.139A of the Financial Services and Markets Act (FSMA), which enabled the FSA to issue guidance provided it underwent a consultation process first. Nor did it constitute "confirmed industry guidance", as can be seen by consulting the list of all such FSA/FCA guidance on its website.*

*I take from the above that the contents of the Scorpion guidance was essentially informational and advisory in nature and that deviating from it doesn't necessarily mean a firm has broken the Principles or COBS rules. Firms were able to take a proportionate approach to transfer requests, balancing consumer protection with the need to also execute a transfer promptly and in line with a member's statutory rights.*

*That said, the launch of the Scorpion guidance was an important moment in so far it provided, for the first time, guidance for personal pension providers dealing with transfer* *requests – guidance that prompted providers to take a more active role in assessing those requests. The guidance was launched in response to widespread abuses that were causing pension scheme members to suffer significant losses. And the guidance's specific purpose was to inform and help ceding firms when they dealt with transfer requests in order to prevent these abuses and save their customers from falling victim to them.*

*In those circumstances, I consider firms which received pension transfer requests needed to pay regard to the contents of the Scorpion guidance as a matter of good industry practice. It means February 2013 marks an inflection point in terms of what was expected of personal pension providers dealing with transfer requests as a matter of fulfilling their duties under the regulator's Principles and COBS 2.1.1R.*

<u>What did personal pension providers need to do?</u>

*For the reasons given above, I don't think personal pension providers necessarily had to follow all aspects of the Scorpion guidance in every transfer request. However, I do think they should have paid heed to the information it contained. And where the recommendations in the guidance applied, absent a good reason to the contrary, it would normally have been reasonable, and in my view good industry practice, for pension providers at least to follow the substance of those recommendations. With that in mind, I take the view that personal pension providers dealing with transfer requests needed to heed the following:*

1. *As a first step, a ceding scheme needed to check whether the receiving scheme was validly registered.*

2. *The Scorpion insert provided an important safeguard for transferring members, allowing them to consider for themselves the liberation threat they were facing. Sending it to customers asking to transfer their pensions was also a simple and inexpensive step for pension firms to take and one that wouldn't have got in the way of efficiently dealing with transfer requests. So, all things considered, I think the Scorpion insert should have been sent as a matter of good industry practice with transfer packs and direct to the transferring member when the request for the transfer pack had come from a different party – an unregulated introducer, say.*

3. *I also think it would be fair and reasonable for personal pension providers – operating with the regulator's Principles and COBS 2.1.1R in mind – to ensure the warnings contained in the Scorpion insert were provided in some form to a member before a transfer even if the transfer process didn't involve the sending of transfer packs.*

4. *The Scorpion guidance asked firms to look out for the tell-tale signs of pension liberation scams and undertake further due diligence and take appropriate action where it was apparent their client might be at risk. The action pack points to the warning signs transferring schemes should have been looking out for and provides a framework for any due diligence and follow-up actions. Therefore, whilst using the action pack wasn't an inflexible requirement, it did represent a reasonable benchmark for the level of care expected of transferring schemes and identified specific steps that would be appropriate for them to take, if the circumstances demanded.*

5. *The considerations of regulated firms didn't start and end with the Scorpion guidance. If a personal pension provider had good reason to think the transferring member was being scammed – even if the suspected scam didn't involve anything specifically referred to in the Scorpion guidance – then its general duties to its customer as an authorised financial services provider would come into play and it would have needed to act. Ignoring clear signs of a scam, if they came to a firm's*

*attention, or should have done so, would almost certainly breach the regulator's principles and COBS 2.1.1R.*

<u>The circumstances surrounding the transfer and Mr P's recollections</u>

*Mr P says he agreed to a review of his pension following a cold call. He says he then met someone – he names the individual, who I will refer to as Mr H – from Firm R. He says he met Mr H on a number of occasions, often in a motorway service station. These meetings were at frequent intervals over an extended period. He says he was told that Prudential was performing poorly and that he would be better off transferring in order to generate better returns. He was aware of the specific investments he went on to make, although he admits to not reading the paperwork that was presented to him. He says he made it clear to Mr H that he wanted to be able to access his pension at age 55 (which was about three years away) but was reassured that he would double his money and that the whole process was "above board". Mr P says he never met anyone other than Mr H.*

*Mr P also says he was looking for some money at the time because he was short of cash and had some debts, specifically two "door-to-loans" of over £1,000 in total that he was "way behind on". He was offered a cash incentive to transfer, which was two payments of £1,000 given to him in an envelope by Mr H whilst he was signing his transfer paperwork at a motorway service station. Mr P used that cash to pay off his debts.*

*Mr P says Mr H also tried to get him to sign up for a will, life assurance and home insurance with a view to Mr P subsequently cancelling any policies once Mr H's sales incentive payment had been paid; the idea being that the sales incentive would then be split between the two of them. Mr P didn't go through with that particular scheme.*

*Mr P therefore appears to have transferred for two reasons. He wanted to receive a cash payment which, based on what he has told us, appears to have held some attraction to him on account of some payday loans he was struggling to service. And he was attracted by the investment opportunities presented to him which would have helped with his plans to retire a few years later. I'm satisfied it was Mr H – not Firm C – that led him through that process. Mr P says he only met with Mr H and I'm persuaded by what he says.*

*I haven't seen anything about Mr P's circumstances, or anything from what he has told us, that makes me think it's likely he would have decided on his own to embark on such a complicated and esoteric arrangement, which involved transferring out of his existing pension, setting up a new company, opening a SSAS and investing in non-standard assets. So I consider it likely that Mr P was advised to transfer. For the reasons given above, I'm also satisfied it was Mr H that advised him. It means Mr P was advised to transfer his personal pension by someone unauthorised to do so. I will return to this later.*

*I note here that Firm C requested transfer documents on a number of occasions. But there's no compelling evidence that it actually acted as Mr P's adviser. And even if it had done, it wasn't authorised at the time either. Prudential has said Firm C was an appointed representative of another firm. But the FCA's Financial Services Register shows that this arrangement started on 13 June 2014, which was shortly after Mr P's transfer.*

<u>What did Prudential do and was it enough?</u>

*The Scorpion insert:*

*I can't see any evidence that Prudential sent Mr P the Scorpion insert. There are no references to the Scorpion insert in any of its responses to Firm C for discharge forms, which would have been the most appropriate time to have sent it (there are, however, references to* *many other enclosures). Even if it had enclosed the Scorpion insert in responding to Firm C, I don't think this would have been enough. It needed to send Mr P the Scorpion insert – and I haven't seen any evidence it did so.*

*One of the reasons for Prudential not sending the Scorpion insert may have been because the actual transfer request wasn't paper based because it was made through Origo. But this overlooks the fact that the Scorpion insert should have been sent before that point when Prudential responded to the request for discharge forms. And, for the reasons given earlier, my view is that personal pension providers should have given a transferring member the warnings contained in the Scorpion insert somehow anyway so as to enable a transferring member to decide for themselves whether they were likely to be falling victim to a scam. All things considered, therefore, Prudential fell short of what I'd expect.*

*Due diligence:*

*In light of the Scorpion guidance, I think firms ought to have been on the look-out for the tell-tale signs of a pension liberation scam and needed to undertake further due diligence and take appropriate action if it was apparent their customer might be at risk. Prudential didn't undertake any further due diligence.*

*Given the information Prudential had at the time, at least one feature of Mr P's transfer would have been a potential warning sign of pension liberation as identified by the Scorpion action pack: Mr P's SSAS was recently registered. (It's unlikely that it would have been clear from the Origo request when the SSAS was registered. But in checking the scheme was correctly registered – which it would have needed to have done – it would have become apparent when it was registered.) The Origo transfer request (the screenshot of which is not available) may have revealed further warning signs. For instance, if either Firm C or Firm R were recorded as Mr P's adviser then I think it would have been reasonable for Prudential to have checked their regulatory status – the result of which should have caused it concern.*

*With this in mind, I think it would have been fair and reasonable – and good practice – for Prudential to have looked into the proposed transfer and the most reasonable way of going about that would have been to turn to the check list in the action pack to structure its due diligence.*

*Prudential has argued that Origo would have already completed due diligence checks on the receiving scheme's administrators negating the need for it to do its own. However, Prudential hasn't provided any details on what exactly Origo did in this respect. And I think that points to the problem here, which is that Prudential relied on due diligence conducted by a third party even though it doesn't appear to have really known what that due diligence involved. Given the importance of what the due diligence in question was aimed at preventing – pension liberation, the end result of which can often be the loss of entire pension funds – and the clear steps that were expected of ceding schemes to prevent this happening, not to mention the duties of ceding schemes under PRIN and COBS 2.1.1R, I don't think Prudential's reliance on Origo was good enough here.*

*I also note that at the time of the transfer Rowanmoor was a long established SSAS provider and had some repute in the industry. Rowanmoor Trustees Limited also had legal and fiduciary duties as a professional trustee. Prudential argues it could have taken comfort from this. I disagree. The Scorpion guidance gave ceding schemes an important role to play in protecting customers wanting to transfer a pension. It would defeat the purpose of the Scorpion guidance for a ceding scheme to have delegated that role to a different business – especially one that had a vested interest in the transfer proceeding. An important aspect in this is the fact that there is little regulatory oversight of single-member SSASs; they don't have to be registered with TPR. In the absence of that oversight, Prudential was assuming,* *in effect, that Rowanmoor would want to maintain its standing in the industry and the trustee subsidiary would comply with its legal and fiduciary duties. In the context of guarding against pension scams – and an environment where providers and trustees clearly didn't always act as they should have done – I don't consider this to have been a prudent assumption.*

*The fact that a different part of the Rowanmoor Group was regulated by the FCA doesn't change my thinking on this. The key point is that Rowanmoor Trustees Limited wasn't FCA-regulated so I see no reason why it would have operated with FCA regulations and Principles in mind – or why its actions would have come under FCA scrutiny. As such, I'm not persuaded Prudential could, reasonably, have derived sufficient comfort about the Rowanmoor SSAS as a destination for Mr P's transfer.*

*<u>What should Prudential have found out?</u>*

*The Scorpion action pack check list provided a series of questions to help transferring schemes assess the potential threat by finding out more about the receiving scheme and how the consumer came to make the transfer request. Some items on the check list could have been addressed by checking online resources such as Companies House and HMRC. Others would have required contacting the consumer. The check list is divided into three parts (which I've numbered for ease of reading and not because I think the check list was designed to be followed in a particular order):*

1. *The nature/status of the receiving scheme*

   *Sample questions: Is the receiving scheme newly registered with HMRC, is it sponsored by a newly registered or dormant employer, an employer that doesn't employ the transferring member or is geographically distant from them, or is the receiving scheme connected to an unregulated investment company?*

2. *Description/promotion of the scheme*

   *Sample questions: Do descriptions, promotional materials or adverts of the receiving scheme include the words 'loan', 'savings advance', 'cash incentive', 'bonus', 'loophole' or 'preference shares' or allude to overseas investments or unusual, creative or new investment techniques?*

3. *The scheme member*

   *Sample questions: Has the transferring member been advised by an 'introducer', been advised by a non-regulated adviser or taken no advice? Has the member decided to transfer after receiving cold calls, unsolicited emails or text messages about their pension? Have they applied pressure to transfer as quickly as possible or been told they can access their pension before age 55?*

*Opposite each question, or group of questions, the check list identified actions that should help the transferring scheme establish the facts.*

*I don't think it would always have been necessary to follow the check list in its entirety. And I don't think an answer to any one single question on the check list would usually be conclusive in itself. A transferring scheme would therefore typically need to conduct investigations across several parts of the check list to establish whether liberation was a realistic threat. Given there was at least one warning sign that should have been apparent when dealing with Mr P's transfer request, and the relatively limited information it had about the transfer, I think in this case Prudential should have addressed all three parts of the check list and contacted Mr P as part of its due diligence.*

*Investigations under part 1 of the check list would have revealed the SSAS's sponsoring employer was recently incorporated and set up to facilitate the creation of the SSAS rather than as an entity in its own right. Investigations under part 2 of the check list would have revealed that Mr P had been given a cash incentive to transfer. And, for the reasons given previously, I consider it likely Mr P would have said he was being advised to transfer by Mr H from Firm R had Prudential asked him about this – as it should have done under part 3 of the check list.*

*The check list recommends that in order to establish whether its member has been advised by a non-regulated adviser, the ceding firm should "check whether advisers are registered with the FSA at www.fsa.gov.uk/fsaregister". In other words, they should consult the FSA's online register of authorised firms. Prudential should have taken that step, which is not difficult, and it would quickly have discovered that Mr P's adviser was indeed unauthorised.*

*Being advised by an unauthorised firm to transfer benefits from a personal pension plan would have been a breach of the general prohibition imposed by FSMA, which states no one can carry out regulated activities unless they're authorised or exempt. Anyone working in this field should have been aware that financial advisers need to be authorised to give regulated investment advice in the United Kingdom – indeed, the Scorpion insert itself makes this point.*

*So there were a number of warning signs here, not least the involvement of Mr H which pointed to a breach of FSMA.*

*<u>What should Prudential have told Mr P – and would it have made a difference?</u>*

*I think Prudential's failure to uncover the risk of illegal advice and then warn Mr P about it meant it didn't meet its obligations under Principles 2, 6 and 7 and COBS 2.1.1R. With those obligations in mind, it would have been appropriate for Prudential to have informed Mr P that the person he had been advised by was unregulated and could put his pension at risk. Prudential should have said only authorised financial advisers are allowed to give advice on personal pension transfers, so he risked falling victim to illegal activity and losing regulatory protections.*

*However, I'm not persuaded any such warnings would have changed Mr P's mind. I say this for two reasons.*

*First, Mr P appears to have had a need for the £2,000 cash payment Mr H made to him. He had over £1,000 outstanding on his payday loans, the servicing of which he had fallen "way behind" on. I've taken on board the fact that Mr P said to Mr H that he didn't want to put his pension at risk and it's a reasonable point – I think most people wouldn't jeopardise a pension of £55,000 for the sake of an immediate £2,000 cash payment. But people often do take that risk if the immediate need for cash is pressing – and that seems to have applied here.*

*Second, the £2,000 cash incentive was paid to Mr P in two envelopes given to him whilst he was signing his transfer paperwork. And Mr H also tried to get Mr P to sign up for a will, life assurance and home insurance with a view to Mr P cancelling any policies after the two of them had shared the sales incentive. I recognise Mr P says he didn't go through with that particular idea and that he has admitted to being naïve. But I don't think he could, reasonably, have considered the process as a whole, and Mr H's actions, were in anyway normal or legitimate. The fact that Mr P pressed on with the transfer anyway suggests to me that he was prepared to put aside any misgivings he must, to my mind, have had. Whether that was because of the need for the cash payment mentioned above, or whether it was a combination of that and the lure of improved investment returns, I don't know. But it follows* *that Mr P wouldn't likely have heeded any warnings given to him by Prudential because he was demonstrably prepared to overlook the significant warning signs that were already available to him.*

*Similar considerations apply to the Scorpion insert. Yes, this should have been sent but Prudential failed to do so. And, yes, that insert would have warned Mr P about the dangers of responding to a cold call and the offer of cash incentives – both of which were features of Mr P's transfer. But Mr P admits that he didn't read the paperwork presented to him. So I think the most likely scenario would have been for Mr P to similarly have ignored the Scorpion insert. But even putting that to one side, I consider it unlikely that Mr P would have heeded the warnings in the Scorpion insert if he was willing to overlook a far more apparent warning sign – the actions of Mr H which can only have come across as being unprofessional and untrustworthy.*

*Therefore, I don't think Mr P would have decided against the transfer even if Prudential had acted as it should have done. It follows that I don't intend to uphold Mr P's complaint.*

Christian Wood
**Ombudsman**