

## The complaint

Mrs P complains that Thomas Brannigan trading as Hanson Financial Services (“TB”) has failed to manage the investment of her pension savings in a professional manner.

## What happened

Mrs P’s relationship with TB started in late 2020 when she sought advice about the consolidation of some pension savings she held across three separate providers. Following the advice from TB Mrs P agreed to transfer her pension savings from the three schemes into a single pension plan. TB advised Mrs P to invest the monies into a single equity-based fund.

In November 2022 TB says that it discussed the performance of Mrs P’s pension investments with her. Its notes from the time show that it expressed concern that the investment fund was no longer operating in line with Mrs P’s attitude to risk. So it says that it recommended Mrs P should transfer her pension investments into a new fund. TB says Mrs P agree to that recommendation and the change was made shortly afterwards.

Mrs P had some further discussions with TB in March 2023. Those discussions started via a phone call but completed in a video call a few days later. It seems the main purpose of the call was for Mrs P to discuss the withdrawal of some of her pension savings when she reached 55 years of age in 2024. But Mrs P says that she also requested that her pension investments be moved into lower risk funds given the volatility being seen in investments at that time. TB says that it didn’t receive any instruction of that nature from Mrs P.

In January 2024 TB proposed some further changes to Mrs P’s pension investments. But Mrs P declined those proposals and notified TB that she would be seeking a new financial advisor located closer to where she was now living. Mrs P also complained that TB had failed to move her investments into lower risk funds. And later she complained that the investment changes in November 2022 had been completed without her authorisation.

TB didn’t agree with Mrs P’s complaint. It said the investment changes in 2022 had been discussed with, and agreed by, her. And it said it had no record of Mrs P asking for a change to her investments in March 2023. But, as a gesture of goodwill, it offered to refund the service charges it had received from Mrs P’s pension savings between March 2023 and February 2024 – a total refund of £1,728.45. Unhappy with that response Mrs P brought her complaint to us.

Mrs P’s complaint has been assessed by one of our investigators. He thought it most likely that Mrs P had agreed to the fund switch in November 2022. And he said there was no evidence that Mrs P had requested any changes to her investments in March 2023. He thought that the goodwill offer TB had made, to refund a year’s fees was more than he would have asked the firm to do in the circumstances. So the investigator didn’t think the complaint should be upheld.

Mrs P 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 Mrs P and by TB. 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.

As I said earlier, Mrs P's relationship with TB started in early 2021. At that time she agreed to pay TB an ongoing fee for its assistance with the management of her pension investments. I haven't seen anything to suggest that TB hasn't met its responsibilities to Mrs P in relation to those fees. Whilst there is little doubt that her pension investments haven't performed as well as she would have been hoped I don't think that is because of something that TB did wrong. Its recommendations were appropriate given Mrs P's stated objectives and her attitude to risk. I think any falls in the value of those investments is a reflection of market changes rather than them being unsuitable.

But Mrs P has made complaints about two specific times in her relationship with TB. She has said that her investments were changed without her agreement in November 2022. And she has complained that TB failed to make changes that she had requested in March 2023. I will deal with each of those two occasions in turn.

TB has told us that it had discussions with Mrs P in November 2022 about the performance of her pension investments. It has provided us with a copy of a report it says it issued to Mrs P explaining her investments had exceeded the expected volatility for her risk profile and recommending a change to an alternative fund. And it has provided us with a copy of its telephone records when it says Mrs P called the day after the report had been issued to accept its recommendations.

Unfortunately, TB says that telephone calls with its advisors were not routinely recorded until January 2023. So I have no way of independently verifying that the call record TB has provided is a true reflection of its discussions with Mrs P. But on balance, as I will now go onto explain, I am persuaded it is most likely that the investment changes were discussed with, and approved by, Mrs P.

The investment report suggests that Mrs P had raised the initial concerns about the investment performance. That would seem to tie in with what she has told us about her careful monitoring of her pension savings. So I would have been surprised if Mrs P had failed to notice that her pension investments had changed if the decision hadn't been discussed with her in the past.

I have also listened to a recording of a call Mrs P had with TB around the time of the second part of this complaint in March 2023. On that call TB noted that Mrs P's pension investments had recently been changed. That information didn't come as any surprise to Mrs P, and she confirmed the changes had been made because of the previous poor performance of her pension investments. So that would again lead me to a conclusion that the changes had been discussed with, and approved by, Mrs P.

So I am satisfied that the changes made in November 2022 took place with Mrs P's agreement. And so I will now turn to what happened in March 2023.

As I have said, the discussions between Mrs P and TB in March 2023 took place on two occasions. Firstly Mrs P had a short discussion with TB by telephone – the primary purpose of that call was to arrange a meeting to discuss taking some pension benefits. I have received and listened to a recording of that call. And then the substantive meeting took place a few days later – that meeting was held by videoconference and was not recorded. So I am reliant on the recollections of Mrs P and TB to determine what was discussed.

And those two recollections are very different. Mrs P says that she discussed the continued poor performance of her pension investments and asked that they be moved into safer, cash based, investments. But TB says no request of that nature was made and so it left Mrs P's pension investments unchanged, in the same fund that they were placed into following the changes the previous November.

There is clearly a fundamental difference between the two parties as to what was agreed at that meeting. And I have no way of knowing with any degree of certainty what was actually said. I am mindful that, even when parties are present at the same meeting, their conclusions about a discussion can be very different. So it is generally best practice for any matters that have been agreed, and require action, to be documented and formally signed off by a consumer.

I think Mrs P might have been aware that was the normal course of action when changes were being made to her pension investments. I can see that she was provided with formal advice reports in both 2021 when her pension savings were consolidated, and in November 2022 when her investments were changed. I think Mrs P might have expected to see a similar report issued after the meeting in March 2023 had TB understood that further changes to her pension investments been requested and agreed.

And, as I said earlier, Mrs P seems to have closely monitored her pension investments. I think she might have found it concerning that no changes were made after the March meeting had that been something she had requested. It doesn't seem that Mrs P first raised any concerns that the investments hadn't changed until she had a review meeting with TB in January 2024 – almost a year later.

So I haven't seen any persuasive evidence to corroborate Mrs P's belief that TB was requested to make changes to her pension investments in March 2023. Whilst I accept it is possible some discussions took place about the performance of the investments, I'm not satisfied I have seen enough to conclude Mrs P requested that they be changed.

I appreciate how disappointed Mrs P is with the performance of her pension investments. But I haven't seen anything to suggest that any loss of their value is as a result of something that TB has done wrong. I think Mrs P agreed to pay the ongoing charges for the management of her pension savings when the transfer was agreed. And I think she authorised the changes that were made to the investments in November 2022. I've not been persuaded that TB ignored an instruction given by Mrs P in March 2023 for her investments to be changed.

So I don't think this complaint should be upheld, or that TB needs to pay any compensation to Mrs P. TB did offer, as a gesture of goodwill, to refund one year's charges. I leave it with Mrs P and TB to determine whether that offer remains available, and if so whether Mrs P now wishes to accept it.

### **My final decision**

For the reasons given above, I don't uphold the complaint or make any award against Thomas Brannigan trading as Hanson Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 18 March 2025.

Paul Reilly  
**Ombudsman**