

The complaint

Mr G has complained about the delays suffered in transferring his pension from St James Place ('SJP') to Financial Administration Services Limited ('Fidelity').

Prior to 2017 Mr G's pension had been held with The Prudential Assurance Company Limited ('Prudential'). In 2017 the pension was moved from Prudential to SJP. The Prudential pension contained both crystallised and uncrystallised benefits prior to the transfer to SJP.

Mr G has stated that delays to the transfer were caused by Benefit Crystallisation Event ('BCE') information not being passed on to SJP as it should have been in 2017, with there being further delays in 2024 when this information was subsequently requested from Prudential.

There have been complaints made against both SJP and Fidelity as well as Prudential and given there are material similarities in the nature and subject of these complaints I make no apologies for the repetition within my decisions in these cases.

What happened

Our investigator has already laid out a detailed timeline of events to all parties involved in these complaints and as such I have only included a summary of the dates and points of contact I consider to be key in assessing the merits of this complaint.

Mr G held his pension with Prudential until 2017, at which time it was transferred to SJP.

The Prudential pension contained both crystallised and uncrystallised pots. At the time of the 2017 transfer Benefit Crystallisation Event ('BCE') information was not passed to SJP.

In December 2023 Mr G submitted transfer paperwork to Fidelity, who then requested transfers from SJP via the Origo system in January 2024.

The uncrystallised pension monies were transferred to Fidelity on 27 January 2024.

SJP received the transfer request for the crystallised funds on 10 January 2024. The funds were received by Fidelity on 2 February 2024 and invested on 12 February 2024.

The delay periods between receipt of the transfer request, the transfer of the funds, and then the eventual investment of the funds were caused by the lack of BCE and tranche information that SJP could not provide to Fidelity.

SJP requested the BCE information from Prudential in February, March, April, May, and June 2024, with the Prudential response coming after the funds had already been invested by Fidelity.

Unhappy with the delays suffered, and Prudential's lack of response to the information requests made, Mr G registered a complaint.

Prudential issued their complaint response on 5 July 2024. This stated that they did not consider themselves responsible for the BCE information not being passed to SJP in 2017 as they believed it was incumbent on the new pension provider to ensure that they had all the information required.

Also, whilst Prudential accepted that they could have responded to requests for information sooner than they did, they did not consider themselves responsible for any of the delays suffered. The complaint response offered Mr G an amount of £150 as a gesture of goodwill given the distress and inconvenience caused.

Mr G did not accept the response and referred his complaint to this service.

Our investigator looked into things and concluded that whilst Prudential should have acted differently and responded to the 2024 information requests sooner, it was SJP's responsibility to ensure that they had all the information they required.

Further, in response to Mr G's complaint to SJP, they had accepted that the missing information was their responsibility and paid appropriate redress. Finally, our investigator concluded that the amount Prudential had offered to compensate Mr G for the distress and inconvenience caused was reasonable.

Mr G did not accept our investigators findings and as such the case has been 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.

Jurisdiction

In line with what our investigator said I have firstly considered our jurisdiction in this case. The rules which govern this service's jurisdiction over complaints – whether the merits of a complaint can be considered or not – is laid out in the Financial Conduct Authority Handbook.

DISP 2.8 says:

“The ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

(1) More than six months after the date on which the respondent sent the complaint its final response, redress determination or summary resolution communication, or

(2) more than:

(a) six years after the event complained of: or (if later)

(b) three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint: unless the complainant referred the complaint to the respondent or to the ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received.

unless:

(3) in the view of the Ombudsman, the failure to comply with the time limits in DISP2.8.2 R ...was as a result of exceptional circumstances.”

In this case it is clear that the issue around what information was or was not passed between Prudential and SJP in 2017 occurred more than six years ago.

However, in line with point 2(b) above, I must consider when Mr G became, or ought to reasonably have become, aware of a potential issue.

I cannot see any date prior to the attempted transfer of the funds in 2024 which should have alerted Mr G to the issue, and as such, in line with the conclusion reached by our investigator I have decided this is a complaint point which can be considered.

Merits

Dealing firstly with the transfer of the uncrystallised benefits, there was no information outstanding from Prudential which affected the transfer of these funds. As such I have not considered the timeliness of this transfer here. I have instead focussed on the transfer of the crystallised benefits, for which BCE information was missing.

As above, the transfer of the crystallised benefits was requested on 10 January 2024 with the transferred funds not re-invested until 12 February 2024.

I would like to note that in any case where I decide a business has made an error, the redress instructions I provide are intended to place that customer back into the position they would most likely now be in were it not for that businesses error.

In cases such as this, where there are multiple businesses involved, I must also ensure that each business bears the cost of their respective mistakes and that there is no overlap between the redress paid.

As part of their response to a complaint made by Mr G, SJP have accepted responsibility for the missing BCE / tranche information and stated that had this information been available to them (as it should have been) then the transfer and reinvestment should have been completed no later than 19 January 2024.

SJP have calculated the losses suffered by Mr G as a result of this delay and paid this amount into Mr G's Fidelity pension,

As such, whilst Prudential could have proactively provided the BCE information to SJP in 2017 and could have responded to SJP's information requests in 2024 sooner, SJP have already taken responsibility for the delays, and it would therefore be unfair for me to ask Prudential to pay further redress for those same delays.

I accept that the delay to the transfer process, and the fact that information requests were going unanswered by Prudential would have caused Mr G distress. However, in line with what our investigator has already said, the £150 offer made by Prudential to apologise for this is broadly in line with what I would expect in circumstances such as these.

As such, I have decided Prudential could have should have acted differently in the provision of information to Mr G (or his new pension providers), with this complaint being upheld as a result, however there is no further action required from them in this case given the measures already taken by Prudential, SJP, and Fidelity.

My final decision

In line with the commentary above, whilst I am upholding this complaint, I do not require any further action from The Prudential Assurance Company Limited in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 June 2025.

John Rogowski
Ombudsman