

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').

Mr G has stated that delays to the transfer have caused financial losses.

There have been complaints made against both SJP and Fidelity as well as Prudential – who held Mr G's pension prior to it being moved to SJP.

There are material similarities in the nature and subject of these complaints and as such 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.

In December 2023 Mr G submitted paper application forms to transfer his pension to Fidelity.

On 5 January 2024 Fidelity submitted an Origo transfer request to partially transfer Mr G's uncrystallised pension pot from SJP. This request was rejected by SJP on 9 January 2024 as the transfer would have left insufficient funds remaining in the SJP pension. SJP queried how Mr G would like to proceed with this part of the transfer.

The Origo request for the crystallised part of Mr G's pension was received by SJP on 10 January 2024. This request could not be processed at that time as SJP did not have the Benefit Crystallisation Event ('BCE') information necessary.

After being chased by SJP on 19 January 2024, on 22 January 2024 Fidelity confirmed that a full transfer of Mr G's uncrystallised pension pot should be processed. Funds were sent on 27 January 2024 and marked as received by Fidelity on 31 January 2024.

On 2 February 2024 a sum of around £222,000 was received from SJP in respect of the crystallised pot. The funds had been sent without the necessary tranche information that was needed in order to allow Fidelity to allocate the funds correctly.

Information for two of the three tranches was received from SJP on 9 February 2024. The monies were then allocated and invested the next working day on 12 February 2024.

Despite the funds being invested, SJP continued to chase Prudential for the missing tranche information, with full information not ultimately provided until November 2024.

Mr G had registered a complaint about the delays in transferring his pension in January 2024

and raised further issues around the way in which the Fidelity pension could provide regular monthly income in February 2024

Fidelity wrote to Mr G on 3 May 2024. This agreed to Mr G's request for interest to be paid on his pension monies (£222,000) between 2 and 12 February 2024 (the interest calculated was £178). In response to Mr G's further issue around the pension not automatically be able to sell proportionately across all assets to fund regular SIPP withdrawals, Fidelity accepted this was a gap in their client offering, and that whilst a change request had been submitted in order to allow this in future, no timeframe for this change could be given.

Finally in respect of service Mr G had received and the delay in responding to the complaint, Fidelity accepted that their service levels had not been as they expected and as such an offer of £350 by way of apology was made.

Unhappy with the complaint response which had been issued, Mr G registered his complaint with this service in May 2024.

Our investigator looked into things and concluded that whilst Fidelity had made mistakes in their processing of Mr G's pension transfer, their offer, when considered alongside the offers made by the other businesses involved, was sufficient.

Mr G did not accept the findings issued 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.

I would firstly 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.

In this case, I have firstly considered the transfer of the uncrystallised benefits. Regarding these benefits, I do not believe there was an undue delay in completing the transfer with the funds ultimately being sent by SJP on 27 January 2024.

Whilst the initial Origo request was submitted on 5 January 2024, delays were primarily the result of the initial request being rejected by SJP and the time taken in establishing how Mr G wished to proceed with the transfer of these benefits.

Overall, in line with what our investigator has already said, I do not think Fidelity acted unreasonably during the process of transferring Mr G's uncrystallised benefits.

Moving on to consider the transfer of the crystallised portion of Mr G pension (totalling around £222,000) I would agree that the transfer and investment of these funds was delayed.

The Origo transfer request was received by SJP on 10 January 2024, with the funds received by Fidelity on 2 February 2024 and then ultimately not being invested until 12 February 2024.

The reasons for the delays above centre around SJP's inability to provide BCE and tranche information to Fidelity. Whilst I note that BCE and tranche information remained outstanding for one of the tranches post 12 February 2024 (with this in fact not being received from Prudential until November 2024) the information available for two of the tranches allowed Fidelity to allocate the entire £222,000 sum appropriately.

SJP, as part of their response to the complaint Mr G registered with them, accepted this, and concluded that had they been in possession of all the required information the transfer should have been completed no later than 19 January 2024.

Given the request was received by SJP on 10 January 2024, I do not consider this to be an unreasonable date.

SJP have sought information from Mr G and Fidelity around the investments ultimately made and completed a redress calculation to establish if Mr G suffered a loss as a result of the delay. This calculation was completed on 8 May 2024 and established that as of that date, had Mr G invested on 19 January 2024 rather than 12 February 2024, he would have been £4,180 better off.

This calculation is what I would have expected SJP to do in circumstances such as this, it covers Mr G's investment losses between 19 January 2024 and 8 May 2024, and puts Mr G as close as possible to the position he would most likely have been in had there not been delays to his transfer.

Given SJP's acceptance of their liability, and their proposed redress, there is nothing further I can ask of Fidelity with regard to the delays suffered by Mr G.

I note that Fidelity have offered Mr G an interest payment (totalling £178) to cover the period between 2 February 2024 and 12 February 2024 during which they held Mr G's funds but could not invest them due to missing tranche information from SJP. Had this not already offered / paid this isn't something I would have asked Fidelity to do, as this time between 2 and 12 February 2024 has been covered by SJP's redress offer.

In considering the additional point made by Mr G in February 2024 around the inability of Fidelity to automatically sell proportionately across his assets to fund regular monthly withdrawals, Fidelity has accepted that inconsistent information was provided to Mr G around this.

Fidelity have confirmed that system improvements that would allow this in future have been requested, but that no timescale for completion of this can be provided. It is outside of my remit to demand a business change their product offering or internal processes, but I am pleased that Fidelity are taking steps to provide Mr G with the options he wants in future.

Fidelity have offered and paid Mr G £350 by way of an apology for the inconsistent information provided in relation to the income withdrawals, the fact that during the complaint process return calls to Mr G were not made as promised, and for the delay in issuing a complaint response to Mr G.

In line with what our investigator has already said regarding this, I agree that this offer is broadly in line with what I would expect in such circumstances and therefore I am not directing Fidelity to take any further action in respect of these complaint points.

Overall, whilst I appreciate that the transfer process over delayed, and that the service provided by Fidelity was not as it should have been, I have concluded that the redress offer made by Fidelity, when also taking in consideration the wider circumstances and related

complaints, is sufficient.

As such I do not require any further action from Fidelity.

My final decision

In line with the commentary above, whilst I have concluded that errors were made, I do not require any further action from Financial Administration Services Limited.

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