

The complaint

Mr L complains about the role of My Pension Expert Limited (MPE) in purchasing an enhanced annuity with the proceeds of his existing pension plans. He says the process was delayed and he doesn't think MPE did enough to contact the parties involved, resolve any outstanding issues and generally expedite the transfer process. He thinks that as MPE said the transfer ought to take up to 12 weeks it shouldn't then have taken around six months to complete. He would like the three annuity payments he thinks were missed due to the delay to be paid to him.

What happened

Mr L met with MPE in January 2024 just prior to his intended retirement date. He wanted to look at his retirement options as he held nine separate pension pots in addition to deferred occupational pension scheme benefits. Based on the information MPE gathered about Mr L's circumstances and objectives, it recommended that he took any tax free cash (TFC) that was available to him and used the residual funds to purchase an annuity. Mr L completed annuity application forms – and provided details of his medical history and medication – and returned them on 30 January 2024.

MPE initially identified an appropriate annuity provider, but this was based on it inputting incorrect medical information. It then issued Mr L with details of a corrected annuity offer along with another alternative, but MPE also discovered that Mr L was entitled to enhanced TFC from one of his pensions so arranged another telephone call to identify an alternative recommendation. Mr L qualified for an enhanced annuity due to his medical history and MPE subsequently issued a quotation for the best annuity available to it on the market which noted he would receive £5,583.48 per annum based on the approximate transfer values.

Once Mr L confirmed he had received his enhanced TFC MPE sent the annuity application forms to the chosen provider so that the process of disinvesting all the pension pots could begin. Most of the plans transferred relatively quickly but two in particular were delayed and it wasn't until 18 June 2024 that the annuity provider confirmed it had received all the outstanding funds, and the annuity was now in force.

But Mr L felt the process had taken too long and in May 2024 he complained. He said he'd received eight email updates about the annuity, and it still wasn't in place. He said he was losing money as his pensions had long since been "disinvested." He made the following complaint points:

- The annuity provider had been too slow in dealing with the process blaming "system issues" instead of simply expediting the situation. He thought it took too long to rectify its mistakes and had benefitted from holding his cash and earning interest while the transfer process continued.
- He had personally intervened on five occasions to get various providers to progress their transfers and had escalated issues and logged complaints as part of that

exercise. He thought that by paying an adviser to transfer his funds he shouldn't have needed to "get involved" and believed things would have taken even longer if it were not for his involvement.

- MPE had incorrectly input his medication details into the annuity application leading to a less beneficial quotation being issued when the mistake was identified.
- MPE should have followed up its "urgent" email of 12 February 2024 in which it set out a higher quotation that was available with another provider. By not following up the email – to which he didn't respond – with a telephone call, he missed the chance to take up that opportunity and potentially avoid the poor service he thinks he received from the eventual annuity provider.

MPE said:

- It didn't believe it had caused any delays although it understood Mr L's frustration at the length of time the process took. It had logged complaints with two of the other firms involved and understood one of them had made an offer of compensation for its part in the delays.
- As the annuity provider received funds from each pension provider it was required to hold them in a separate account – which doesn't earn interest – because the annuity could only be purchased when all the funds were combined as it isn't possible to "add" funds to an annuity once it's been set up.
- Its recommendation was to complete an open market option so that the enhanced TFC could be drawn from one provider and the residual funds then used to purchase an annuity. As the enhanced TFC needed to be taken directly from one provider, this process had to be followed by the other providers as all payments needed to be sent to the annuity provider in the same way. It had considered if there were alternative ways of completing the transfer to avoid any delays but had concluded none were possible in the circumstances.
- It didn't believe it had asked Mr L to assist unless other parties wouldn't allow it to complete something on his behalf. The letter of authority which had been completed only allowed MPE to access information about his plans and not to make any alterations. Some of the providers required Mr L to complete various forms or ID documents for his own protection and to ensure he was aware that a transfer had been requested and was something he wanted to go ahead with. Some of these processes were more complex than others but this wasn't something MPE had any control or influence over.
- It was happy that it had logged any complaints or issues on Mr L's behalf where had intervened and had itself responded to any requests it received and chased the providers regularly where possible. It hadn't asked Mr L to intervene in the process unless it was necessary and involved a task or action it wasn't able to complete for him.
- It accepted it had made an error with the inputting of his medical information. This was a genuine error and was amended as soon as Mr L had made it aware of the mistake. But as it was rectified before the application was submitted the annuity that was then offered was correct – and the best available – based on his correct medical history.
- Its policy was to send any new quotations by email so that a client can look over them before making a decision. So, it would have followed up its email from 12 February 2024 within 48 hours of sending out the new quotation. The email contained a revised quotation from the eventual annuity provider as well as an alternative from a different provider – and it was for Mr L to consider this information. There was no evidence to suggest it had asked Mr L to respond immediately.

- However, on the same day it became aware that one of the plans contained enhanced TFC which would need to be paid directly to Mr L before the residual (lower) fund value could be sent to the annuity provider. This meant any quotations that had been issued would then be invalid and would need to be revised – so Mr L no longer needed to respond to the email and MPE then arranged a further call to discuss the options going forward.

Mr L thought it unreasonable for the process to have taken around six months and thought MPE should have done more to facilitate things – even passing his case onto a more specialised team. Unhappy with the outcome he brought his complaint us where one of our investigators looked into matter. He didn't think the complaint should be upheld making the following points in support of his assessment:

- He noted Mr L had raised other complaints against the annuity provider and one of the ceding pension firms. This complaint was solely about the actions of MPE.
- He thought MPE's role as Mr L's adviser was to help manage the process of setting up the enhanced annuity. He looked at its role and responsibility from the point where it had everything it needed to submit an application on 28 February 2024.
- It wasn't in dispute that MPE intimated it expected the transfer to complete in between 3 and 12 weeks depending on its complexity. But there was only so much it could do to "speed things up" considering there were nine separate transfers involving seven different pension providers with their own processes and individual service standards.
- The timescale MPE gave for completion applied whether there was one pension to be transferred or nine – as in this case. The potential for delays and additional requirements was higher with so many different parties involved.
- He didn't think MPE were in a position to control when the annuity would be set up but thought the evidence showed that it had chased up the relevant parties and liaised with the annuity provider – as well as updated and responded to Mr L, as much as could be expected in the circumstances.
- He didn't think there were any viable alternatives relating to the one transfer that was most delayed. As Mr L wanted to receive his TFC including the enhanced amount available from one provider directly, it was always the case that the remaining funds needed to be received as one to purchase an annuity. It was only possible to separate released funds that had already been transferred if Mr L no longer wanted an annuity – which wasn't the case here. Although he thought that MPE could have discussed any alternative solutions with Mr L if only to demonstrate they weren't viable in the circumstances.
- There was no evidence to support the idea that MPE had asked Mr L for his help with chasing things up – but it clearly welcomed his help and responded to his emails with information in a timely manner.
- MPE accepted that it had made an error when inputting Mr L's medical details and that it had to issue revised quotations when it discovered that one of Mr L's plans contained enhanced TFC.
- But these errors or amendments were made before any loss or delay could occur, and Mr L was issued with a quotation and annuity offer that offered the best rate applicable to his circumstances prior to the submission of an application.
- So he concluded that MPE had acted reasonably throughout the process and wasn't directly responsible for any delays nor for "slowing up" the process. He didn't think it

should pay any compensation or make any award to Mr L.

Mr L didn't agree making the following additional points:

- He found MPE to be "*slow and incompetent*" and didn't think its actions justified the fee it charged. He thought a partial refund of that fee could have been a reasonable solution to his complaint.
- In respect of his annuity he thought "*time was of the essence*" and that MPE just sent out occasional templated update requests and wasn't proactive in trying to resolve the various barriers that transpired along the way to delay the annuity purchase.
- At various points it was clear that issues had developed, and he thought MPE ought to have done more to resolve them. Having seen a lack of urgency he became more involved in contacting the providers and resolving any issues which had arisen as well as lodging complaints where appropriate. He thought his actions led to a quicker outcome and while it was true he wasn't asked to intervene by MPE, it also didn't stop him as it became clear that he was making its job easier. He felt as though he was doing some of the very work that he was also paying for.
- He thought that, as a large organisation, MPE should have been experienced in this kind of situation and should have used more resources to speak to the providers and sort out any problems that arose. He thought it was unreasonable that only one case handler was dealing with his transfer.

Mr L asked for his complaint to be referred to an ombudsman, so it's been passed to me to 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.

And having done so I've reached the same conclusion as the investigator. I imagine Mr L will be disappointed with this outcome and I have some sympathy for his position which he says has led to the loss of around three months annuity payments. But I don't think I can reasonably hold MPE responsible for that loss and I'll explain my reasons below.

I should first note that Mr L has also raised complaints against two other parties involved in this process. I'll provide a decision about the annuity provider to him in due course, but this complaint only concerns the part that MPE played in the transfer process and delays that Mr L says occurred in setting up his enhanced annuity.

The initial applications and change of quotations

I've seen a timeline of events which happened prior to the submission of Mr L's annuity application. Looking at the exchanges and communication between Mr L and MPE I'm satisfied that the gathering information exercise and issuing of quotations and ensuring all information was correct was completed in a timely manner. I've seen no evidence of any delays during this time. But Mr L has complained about errors that he said MPE made resulting in his final annuity being lower than that originally offered and caused him to suffer a financial loss.

There's no dispute that when it input all the information relating to Mr L's medical history MPE made an error regarding his medication. This meant that MPE – when Mr L made it aware of the error – had to issue a revised quotation. But I've seen that MPE corrected the error as soon as it was highlighted and then ran updated quotations the same day. This

meant the original quotation reduced by over £150 per year and a better rate could now be achieved from another provider (but still slightly less than the original quotation).

I can understand this would have disappointed Mr L, but I'm satisfied that the new quotation was the best available for the corrected medical history, so I don't think Mr L was financially disadvantaged as he received the best available annuity rate for his (correct) circumstances. And I'm satisfied that, having made a genuine error MPE corrected this at the first available opportunity and before an application was submitted.

Mr L also says that, when on 12 February 2024 MPE sent him an email with an alternative higher quotation, it should have followed up that email with a phone call to give him the opportunity to take advantage of the higher quotation. He says he didn't see the email and MPE should have ensured he was made aware of such important information especially knowing how time critical annuity quotations can be.

I've looked carefully at that email which said "we have completed all the relevant checks and are now ready to send your application to your new provider However, the original quotation has now expired so I have had to obtain an up-to-date quote from (the new annuity provider) I have also attached a quote from (an alternative provider) as they are offering a higher rate I have attached the quote to this email. please confirm you are happy to proceed with the new quote. I look forward to hearing from you."

So MPE didn't say Mr L needed to respond straight away but should consider the options and let it know his decision. Of course Mr L is right to say that annuity quotations are only valid for a limited period although I would usually expect that to be for at least 14 days if not longer, but MPE has also said that it would usually give a client 48 hours before it would chase for a response. That doesn't seem an unreasonable course of action to take, allowing Mr L some time to consider the options while ensuring a decision is made reasonably quickly.

But in any case, on the same day as the email was sent MPE became aware that one of Mr L's plans contained enhanced TFC, and if this was to be paid to him directly he would need to contact that provider and go through an additional process. It also meant that the quotations Mr L had just received were invalid as the residual fund needed to purchase the annuity would therefore be lower. At that point MPE contacted Mr L to arrange another telephone appointment to discuss the options and issue revised quotations for the new amounts.

Again, I think MPE acted reasonably here to ensure that before an application could be submitted Mr L could resolve the issue of the enhanced TFC and could also be presented with the best quotation available for the corrected purchase price and the correct medical history. So the higher alternative annuity quote that had been issued within the email of 12 February 2024 would itself have no longer been available, and therefore I'm satisfied that Mr L did receive the best quotation at the time and didn't ultimately suffer a financial loss or be deprived of a better income opportunity.

And when looking at the time from the further telephone appointment and when Mr L had received the enhanced TFC into his bank account from the provider, I note MPE submitted his application to the annuity provider on 28 February 2024, which I think was a reasonable timeline in which to submit the application and I don't think was delayed.

But Mr L's main complaint is that from then it took around three and a half months for the annuity to be set up. He said this was beyond the timeline he was given by MPE and it was allowed to take that length of time because he didn't think MPE put enough resource and didn't take sufficient steps to overcome the barriers and delays that subsequently occurred in transferring his pension plans.

Did MPE cause any delays and did it provide adequate administration in helping to progress the individual transfers?

MPE's terms of business letter set out the service it would provide. It said, under the section headed "*arranging the products you choose*" that "*if you apply for a product (or products) we'll make the arrangements to set them up as you intended when you applied for them.*" A further section headed "*provided ongoing support*" noted that "*this is either as a point of contact for information, or to provide regular advice with an ongoing fee, we'll agree this with you as part of your advice.*"

So MPE applied its fee for setting up Mr L's annuity as was originally intended. I think MPE carried out that service in addition to having previously analysed his situation and objectives, and recommending an appropriate product. So I think MPE broadly did what it said it would do to justify its advisory fee. But in order for that fee to be paid MPE did need to ensure the annuity process was completed and set up in line with its recommendation – and that required it to administer the transfer process once it had submitted the annuity application. The extent to which MPE was required to be part of that process isn't set out in any of its terms of business or other documents so I can't judge it against any particular benchmark or standard. But as the adviser here, and having agreed to act for Mr L, it clearly had both an interest in progressing matters and a duty of care to Mr L to help to ensure the process ran as smoothly as possible so that Mr L could purchase the annuity in a timely manner.

So, my consideration of whether MPE acted fairly and reasonably in trying to progress the transfers is based on the evidence I've seen which supports MPE actions. In short, I would have expected MPE to periodically obtain updates from the providers, to update Mr L with this information, to answer any questions Mr L had in relation to documentation or letters he received from the providers, and to make him aware of any outstanding requirements it had become aware of. And looking at the timeline of communication between all the parties involved here I think, on balance, that MPE met those standards.

Within the first two weeks of the transfer process, I've seen 27 communications between the various parties which involved MPE. These were from Mr L raising queries and questions, the annuity provider with updates and requests for information, and some of the other pension providers. There's no evidence to support the idea that MPE didn't answer these emails or provide the assistance and support requested. There was a similar level of communication in the second half of March 2024 and by 25 March 2024 MPE had updated Mr L with the progress of the four plans which were still yet to be transferred. A similar update one week later suggested that three plans were yet to be transferred and one of those completed a week later. The situation by mid-April was just two pension pots hadn't been transferred, and I think by this point MPE had been involved in the administration of the process in the way I would have expected.

However, and I think this is the principal part of Mr L's dissatisfaction, the full transfer didn't complete until around two months later. This was principally because of issues with the two remaining plans. One of these was erroneously transferred in full to the annuity provider without the TFC being released, which necessitated the return of the funds and a new request to transfer the funds correctly.

The other was the transfer from an employer's group pension scheme which seemed to require additional checks, forms, and documents for Mr L to complete. MPE did update Mr L on 15 April 2024 stating that it was chasing the two outstanding transfers, but Mr L has said that MPE didn't do enough to resolve the issues, and he had to intervene by contacting the providers and asking for its further requirements – as well as logging complaints about the delayed administration around the transfers. Mr L says at this point he was effectively "doing

MPE's job for it" despite paying an adviser fee which he expected would allow him to "sit back" and not have to get involved in the process.

There's no evidence to suggest that MPE asked Mr L to intervene and contact the two remaining providers, but there were occasions when it asked him to complete forms for example that it was unable to complete on his behalf. This was principally because the authority it had from the providers was for "information only" and didn't allow it to make any alterations or changes on Mr L's behalf.

But going back to the timeline of events, I can't reasonably say MPE didn't remain fully involved in the administrative process. I've seen communication between Mr L and MPE which took place every few days throughout April, May and June 2024 and I've also seen evidence of MPE contacting the annuity provider and the providers of the two outstanding pensions during this time. It was unfortunate that the outstanding matters did take so long to resolve but I think MPE could only do so much in trying to get these matters resolved. There's no evidence to support the idea that it didn't remain involved and respond to any requests that were made and nothing to support the idea that it was "slow and incompetent" throughout this time.

I can understand Mr L's frustration here as he witnessed what he thought were unnecessary transfer delays – which he felt could have been resolved quicker. He believes he has lost out financially because of annuity payments he expected to be paid earlier than they were. I know Mr L thinks MPE should have done more, independently of his help, to "get things moving". But I don't think the evidence supports that claim and although Mr L expected more from MPE in justification of its adviser fee, that doesn't mean MPE acted unfairly or unreasonably or that it did anything wrong. I think the delays here came principally from issues with two of the nine pension transfers and I'm not persuaded that MPE was responsible for these issues, or that it fell short of a reasonable administrative service in trying to help get the transfers completed and the annuity to be set up in a timely manner. Based on what I've seen it's difficult in this case to conclude that MPE did anything wrong even if its actions weren't in line with what Mr L expected.

The timescale given to Mr L

Mr L has said that setting up his annuity took around six months when he was led to believe it should be completed in three months – that's why he believes he's lost out on three months annuity payments. I will consider this delay from the annuity provider's perspective in the separate complaint relating to its part in this process.

But I do have to consider what MPE told Mr L and whether there was anything misleading about what it said to him. MPE didn't give Mr L any guarantee about the transfer timescale. An extract from an email it sent Mr L said, "*application timescales.... we are pension transfer specialists, and we take all the care you would expect when processing your application. There are some things we can't control, such as response times of your existing providers.....we will chase all information on your behalf, and keep you up to date with the progress of your application which should take between 3 and (in exceptional cases) 12 weeks from the date that we send your application off to the new provider.*"

I think this was an exceptional case. There were nine separate transfers across seven different providers which meant the potential for delays and individual issues was much greater. Some providers had their own individual requirements around ID verification and risk warnings – as well as additional documentation requirements. Not all the providers would accept electronic transfers and required them to be paper based applications. So MPE's own suggested timescale was potentially up to 12 weeks from the date it submitted the application, which was 28 February 2024. So the actual annuity start date was around

two weeks or so after MPE's timescales. I also note MPE said in the email that there were some things it couldn't control, so I think that provided Mr L with some awareness that that timescale might be exceeded if there were things it couldn't resolve – which is what happened here.

So, taken overall, I think MPE set out a reasonable expectation of what might happen and I don't think it gave Mr L any guarantees about when the annuity would start, nor an unrealistic expectation of how long the process *could* take. Of course, it did take longer than this to set up the annuity and I've already said I can't reasonably hold MPE responsible for this – but equally I think it gave Mr L reasonable awareness of the timescales involved.

Should MPE have discussed alternative solutions with Mr L?

In Mr L's complaint letter to MPE he questioned whether it, or even the annuity provider, ought to have considered alternative resolutions to the problem that arose from one of the transfers – which took the longest to resolve and caused much of the overall delay. Mr L hasn't said which alternative resolutions he thinks could have been considered but I have looked carefully at if there was another way to resolve that issue. But as the recommendation was clearly for an enhanced annuity – which Mr L accepted as a suitable recommendation for his circumstances – I don't think it was appropriate for MPE to consider an alternative product. And indeed, any alternative recommendation would also have required the disinvestment of the funds from that provider.

As all the funds needed to be available at the same time to purchase the annuity after paying any TFC, it's unclear to me what other options were available. Although I note that in its final response letter MPE said there may have been an opportunity to set up a second annuity if the total fund value of that plan had been over £10,000 – which unfortunately it wasn't. I know the investigator thought MPE could have discussed these options with Mr L so that he could be aware that it had considered alternatives before ruling them out, but I see little value in raising Mr L's expectations of an alternative resolution when it wouldn't have been an option in any case.

My final decision

For the reasons that I've given I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 29 August 2025.

Keith Lawrence
Ombudsman