

## **The complaint**

Mr M complains about the delay in transferring the value of his pension plan provided by Quai Investment Services Limited (formerly Intelligent Money) to another pension provider. He says the delay caused him inconvenience and believes it also resulted in a financial loss.

## **What happened**

Mr M held a pension plan provided by Intelligent Money and requested to transfer its value to another pension provider. The transfer request was received by Intelligent Money on 6 March 2024. However, the process was subject to delays, during which Quai acquired Intelligent Money and became responsible for completing the transfer. The transfer was eventually completed on 23 July 2024.

### *This complaint*

Mr M complained to Quai about the delay in transferring the value of his pension plan to a new provider. He was particularly unhappy about:

- repeated requests for the same information;
- poor communication; and
- delays he believed were avoidable.

He noted that his new pension plan had increased by around £11,000 since the transfer and questioned whether this growth could have been realised earlier had the transfer been completed on time. He believed this resulted in a financial loss.

### *Quai's response*

Quai upheld this complaint, acknowledging that it had caused an avoidable delay. As an apology, it:

- refunded the £120 transfer fee it had deducted when completing the transfer by making a payment of the same amount into Mr M's new pension plan; and
- paid Mr M £300 compensation for the inconvenience and upset he had experienced.

However, Quai didn't offer to carry out a loss assessment to determine whether Mr M had suffered a financial loss due to the acknowledged delay.

### *Investigator's findings*

Mr M referred his complaint to the Financial Ombudsman Service. Our investigator upheld the complaint, agreeing that the £420 compensation already paid by Quai was fair and reasonable for the inconvenience caused.

However, the investigator also recommended that Quai carry out a loss assessment, noting that the avoidable delay was 17 working days. He recommended that Quai compare the

notional value of Mr M's pension plan – had the transfer been completed on 28 June 2024 – with its actual value. If this comparison revealed a financial loss, Quai should pay compensation to cover that loss.

### Follow-up and escalation

Both Mr M and Quai accepted the investigator's recommendation. Quai later carried out a loss assessment but incorrectly used 1 July 2024 instead of 28 June 2024, potentially understating the delay and any financial impact.

On 5 June 2025, Quai apologised for the error and promised to re-run the assessment using the correct date. The investigator gave them until 3 July 2025 to respond, warning that failure to do so would result in escalation to an ombudsman.

As of the date of this decision, no response has been received, and the complaint has now been allocated to me for 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.

I've considered all relevant laws, regulations, regulatory rules, guidance, standards, and codes of practice, as well as what I believe represented good industry practice at the time. Where the evidence is unclear or conflicting, I've made my decision based on the balance of probabilities – that is, by weighing the available evidence and surrounding circumstances to determine what I believe is more likely to have happened.

I'd like to clarify that the purpose of this decision isn't to address every individual point raised by the parties. If I haven't commented on a specific issue, it's because I don't believe it has a material impact on the overall outcome of this complaint.

### My findings

Our investigator issued their view on this complaint on 16 January 2025. Since both Mr M and Quai agreed with the investigator's findings, I don't see any reason to reassess the merits of this complaint. The reason it has now been allocated to me is because, despite accepting the recommendation, Quai failed to carry out the loss assessment correctly and within a reasonable timeframe.

I'm satisfied that Quai has had ample opportunity to complete this. It would be unfair to keep Mr M waiting any longer, so I've decided to issue this final decision to bring the matter to a close as soon as possible.

### **Putting things right**

My aim in awarding fair redress is to return Mr M to the financial position he would likely have been in had the delay – acknowledged by Quai – not occurred.

### Trouble and upset

I understand that Quai has already settled the £120 transfer fee refund and £300 compensation payment it previously offered to Mr M for the inconvenience caused by the delays. I agree with the investigator that this is a fair and reasonable amount, so I don't intend to award any further compensation for trouble and upset.

### Loss calculation

Quai has accepted responsibility for the delay in transferring the value of Mr M's pension plan to his new pension provider. This point isn't in dispute. The only issue left for me to decide is how any financial loss should be calculated.

I agree with the investigator's assessment that the avoidable delay caused by Quai amounted to 17 working days. Therefore, Quai should carry out a loss calculation by comparing what the current value of Mr M's pension plan would be had no delay occurred.

To do this fairly, Quai should contact Mr M's new pension provider to determine what the notional value of his pension would have been had the transfer been completed on 28 June 2024 rather than the actual date of 23 July 2024.

Quai should then compare the notional value with the actual value on the date of comparison:

1. If the notional value is higher, the difference represents Mr M's financial loss, and redress should be paid.
2. If the notional value is lower or equal, then no financial loss has occurred, and no redress is due.

### Redress payment method

If the comparison above shows that Mr M has suffered a financial loss, then Quai should do the following:

- If possible, redress should be paid into Mr M's new pension plan, allowing for any applicable charges and tax relief.
- However, if this would conflict with any existing protections, allowances or is not possible for other reasons, redress should instead be paid directly to Mr M as a lump sum. In that case, a notional tax deduction should be applied to reflect the income tax Mr M would pay when withdrawing the funds in retirement, presumed to be 20%. However, if Mr M would have been able to take a tax-free lump sum, the reduction should be applied to 75% of the redress. This makes the notional deduction of 15% overall from the financial loss to reflect this.

### Interest

If redress isn't settled within 28 days of Quai receiving Mr M's acceptance of this final decision, it should add interest at 8% simple per year to the financial loss from this final decision to the date of settlement.

### **My final decision**

I uphold this complaint. My decision is that Quai Investment Services Limited trading as Intelligent Money should calculate and settle any compensation due based on the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 August 2025.

Clint Penfold  
**Ombudsman**

