

The complaint

Mr G complains that Money Advice & Planning Ltd ('MA&P') gave him unsuitable advice in relation to his pension and ISA. He also says it has failed to provide the ongoing service he was paying for.

Mr G's wife, Mrs G, has made a similar complaint to MA&P about accounts in her name. And they have also jointly complained about a general investment account ('GIA') they held together. This complaint, and this decision, is looking at the accounts in Mr G's name only and the advice and services provided to him about those products held individually. However, as there is some overlap between the complaints, where necessary I've referred to the relevant circumstances relating to Mrs G as well as their joint investments.

What happened

Mr and Mrs G were introduced to MA&P by a former colleague of Mr G in 2018. On 29 June 2018, Mr G signed forms giving authority for MA&P to gather information about his existing policies.

MA&P then completed a fact find with Mr and Mrs G to gather information about their circumstances and objectives. It recorded that Mr G was 64, in good health, retired and had two grown children who were not financially dependent. He and Mrs G owned their home unencumbered, and their income was recorded as covering their outgoings (committed and discretionary). Mr G had two pensions, with two different providers, with a total value of approximately £276,000. He also had an ISA, with a value of roughly £107,000. MA&P also recorded that Mr G was willing and able to take a medium level of risk with his investments.

A copy of the fact find was signed by Mr and Mrs G on 18 July 2018. On the same day they also signed a copy of MA&P's client agreement. This gave information about the advice services MA&P would provide – including the different levels of ongoing advice it made available. It also included information about the cost of these services. The costs – initial and ongoing - agreed to by Mr and Mrs G were set out. The ongoing service 'package' agreed to was MA&P's 'Platinum' service, which included, amongst other things, annual risk profile and financial goals reviews and client adviser meetings every twelve months.

MA&P has provided a copy of a pension switch analysis report it completed on 18 July 2018. This included fund sheets for Mr G's existing investments and ten alternative funds.

Also on 18 July 2018, Mr G signed application forms to transfer his ISA and pensions to a new platform provider, I'll call 'AS', with the pensions being consolidated. The application forms confirmed MA&P was his adviser in respect of this.

On 23 July 2018, MA&P sent Mr G a suitability report setting out the reasons for its recommendation. It said that Mr G had asked MA&P to look at his pension situation, as he wasn't happy with what his existing advisers were achieving, to see if he should transfer or not. And he wanted the same to be considered about his ISA. MA&P said it recommended a transfer to AS. It noted that following the transfer Mr G's pension would need to outperform his existing pensions by 0.92 – 1.12%. But it said that its analysis showed the funds it was

recommending had significantly outperformed his existing pension (by in excess of 14%). It also said its recommendation for investing Mr G's ISA mirrored that for his pension. MA&P also recommended that Mr G withdraw the maximum 25% tax free cash from his pensions (and said he may wish to invest this separately) and that he take up MA&P's ongoing advice service. The report also set out the recommended investments, ten funds in all being those looked at in the pension switch analysis. And it is worth noting that, although not covered in the suitability report, the application forms for the transfer of the pension to AS said Mr G would take an annual income from the new pension of £11,796 (gross).

In September 2018, MA&P recommended several fund switches within Mr G's pension via email. The reasons given were that the existing funds weren't performing as well as anticipated. The later email about this noted that MA&P didn't expect to recommend any further changes until after the *"new Recommended Fund List comes out next month"*. Mr G accepted these recommendations.

In November 2018, MA&P recommended two further fund switches within both Mr G's pension and ISA. Again, it said the reason for this was that funds were not performing as well as anticipated but also noted that the existing investment funds weren't *"on the current Recommended Fund List"*.

MA&P wrote to Mr and Mrs G on 4 February 2019. It explained it had started using a new platform, which I'll call 'AJ' for making investments, replacing AS. It said the reasons for this were primarily changes in the services provided by AS. MA&P recommended that Mr G move his existing investments in specie to AJ. It also recommended that they continue to receive MA&P's ongoing advice. The recommendation noted there was no cost for this switch and the charges for ongoing advice would remain unchanged. And I understand the recommendation was accepted.

On 31 July 2019, MA&P recommended another fund switch within Mr G's pension – again due to performance and because the existing fund was no longer on its recommended list.

MA&P wrote to Mr and Mrs G on 9 September 2019 providing its "summary of periodic suitability assessment". The purpose of the letter was an annual review. MA&P said it believed the original products recommended remained suitable. It noted it had been confirmed in a meeting that day that the consumers circumstances were unchanged. And MA&P has provided a copy of a handwritten review summary document, confirming there had been no change in circumstances, which was signed by Mr G.

On 14 October 2019, MA&P emailed Mr G to ask for approval to carry out a switch of one of the funds within his investment – which he agreed to. But MA&P then emailed Mr and Mrs G on 21 October 2019 saying the adviser had now "looked at your accounts in depth" and recommended a large number of fund switches – again for reasons of performance being less than anticipated and the existing funds no longer being on the recommended list. The email confirmed that the switches had been carried out on 18 October 2019 as per the conversation between Mr and Mrs G and the adviser when they'd met.

MA&P informed Mr and Mrs G, via email, of several further fund switches that it had made within their accounts in January, May and July 2020.

I've seen a copy of another annual review from 19 August 2020, in which MA&P again said that the products Mr G held remained suitable. And an updated client review document was completed and signed by Mr and Mrs G. But on 21 August 2020, MA&P emailed Mr and Mrs G again recommending additional fund switches – acknowledging that the funds they were recommending the move from may have been ones that they'd only recently moved to, but explaining it monitored these regularly and had been unhappy with their performance.

More fund switches were discussed and recommended, via email, in October, and November 2020 and January 2021.

In March 2021, on the advice of MA&P, Mr G transferred the funds from his ISA to the GIA (which was in joint names with Mrs G and had been opened in 2018 when the original advice was taken). An updated client agreement – again confirming that Mr and Mrs G were agreeing to receive MA&P's 'Platinum' ongoing service package and setting out the cost – was signed by Mr and Mrs G on 9 March 2021.

MA&P confirmed further fund switches that it had made within Mr G's accounts in April, July and August 2021 by email.

Another periodic suitability review summary was sent to Mr and Mrs G on 2 September 2021. This again said the original products, as well as the changes from March 2021, remained suitable. And MA&P has again provided the accompanying client review proforma, signed by Mr and Mrs G on 31 August 2021.

More fund switches took place and were confirmed in November 2021 and May 2022. Mr G replied to the email he received from MA&P about the May 2022 switches on 4 May 2022 saying he had tried to contact the adviser by phone as he was "*very very worried about the losses*". MA&P replied saying that the adviser would be available the following day. It is unclear what further follow up occurred.

MA&P has provided a copy of a periodic review letter from 31 August 2022. Once again MA&P said it believed the products initially recommended in 2018, along with the amendments from March 2021, were still suitable for Mr and Mrs G.

Several more fund switches were confirmed in an email by MA&P on 21 February 2023.

MA&P says it was informed by AJ that Mr and Mrs G had removed its servicing rights – rescinding their authority for MA&P to act for them – in March 2023.

Mr and Mrs G signed a letter to MA&P on 13 April 2023 saying, with regret, they wanted to complain about the advice they'd received as they had "lost a fortune" and wanted to be compensated. It appears there was an initial delay in responding to the complaint.

MA&P responded to the complaint in July 2024. It didn't agree with the points made and didn't uphold the complaint. MA&P said it thought the advice provided had been suitable and took into account Mr G's attitude to risk ('ATR'). It acknowledged that market performance in 2022 had led to some losses, but didn't agree this was due to unsuitable advice. And it noted there had been significant regular withdrawals from Mr G's pension and ISA (and in turn the GIA), which was another factor in the current value of the investments.

Mr G asked our service to consider his complaint. He said he didn't receive a client agreement or suitability report for the recommendations made, didn't recall completing a risk assessment and didn't think MA&P had provided suitable advice. He also said he'd never had any face-to-face meetings with MA&P since signing up and didn't think the adviser had taken his concerns about performance seriously.

One of our Investigator's considered the complaint and thought it should be upheld. They thought that the investments that had been recommended to Mr G when transferring in 2018 did not match his ATR – being roughly 95% in equities when Mr G was only willing to take a medium amount of risk. So, they thought Mr G had been exposed to more risk than he ought to have been and that MA&P should compare the value of his investments with a notional value for an investment more suitable to his ATR and compensate him if he'd incurred a

loss. They also explained that any such calculation negated the need to look into whether ongoing services were correctly provided, as the proposed redress accounted for the relevant ongoing service fees. They also recommended MA&P pay Mr G £200 for the distress and inconvenience caused.

MA&P disagreed with the Investigator's opinion. It said that when the fact find was undertaken, avoidance of capital losses was not a priority given by Mr and Mrs G as they expected to retain the investments. So, MA&P thought this suggested they had more appetite for risk than was now being claimed. But in any event, it felt the level of risk, based on its measurements, in their portfolios was suitable. It also said that risks were fully explained, and Mr G gave no indication he had any concerns while significant positive returns were being achieved and it was only in 2022, when market conditions caused some losses, that he'd raised any worries. It also questioned some of the things Mr G had now said – such as that he hadn't received a suitability report when MA&P thought one had clearly been sent.

The investigator acknowledged what MA&P had said about why a complaint had now come about. But they explained they still had to consider the complaint that had been made – that the advice was unsuitable. And they weren't persuaded to change their opinion that the recommended investments were higher risk than Mr G's ATR indicated he was comfortable with.

MA&P said it wanted an Ombudsman to review the complaint. I issued a provisional decision in October 2025 explaining that I thought Mr G's complaint should be upheld. Below are extracts from my provisional findings, explaining why, which form part of my final decision.

Mr G's complaint concerns the suitability of the advice he received from MA&P and the ongoing review service and whether that was provided as it should have been after he took MA&P's advice and agreed to accept its services.

In the fact-find completed in July 2018, the two objectives / requirements which were highlighted for Mr G were Investing Capital and Retirement Planning. There was a section which asked him to select from a list of answers what his key priorities were when it came to investing. The only option selected was 'performance'. Likewise, he was asked to set out his primary and additional concerns about investing. He said his primary concern was 'market volatility' and his other concern was again 'performance'. There was also a yes / no question asking if the avoidance of capital loss was a priority for Mr G when investing, to which he answered 'no'. This fact-find was signed by Mr G.

The suitability report MA&P sent on 23 July 2018, explaining its advice said that Mr G has asked the adviser "to look at your pension situation, as you weren't happy with what your current advisers were doing – and this reflected in the poor returns that you were getting. You were looking for advice on whether you should leave the pensions where they are just now or move them. Likewise with your ISAs..." And I can't see that Mr G disputed this summary of his reasons for contacting MA&P at the time.

So, on balance, I'm satisfied Mr G sought advice from MA&P to see if he could achieve better returns on his pension investments and ISA.

The suitability report from MA&P included a line saying "When we move any pension today, we need to show that it is in someone's best interests to do so – otherwise we should not move it at all." I agree with this explanation, and indeed this is one of the things that the FCA requires of businesses giving pension and investment advice. MA&P's role was to advise Mr G about what was in his best interests – in respect of both his pensions and ISA - even if that was different to what Mr G may have thought he wanted to do.

In short, for MA&P to recommend transferring Mr G's pensions (and indeed his ISA) it would need to demonstrate that he would likely be better off by doing so – that there was a net positive benefit to him, making the transfer in his interests – taking into account his circumstances, objectives and attitude to risk.

The fact-find noted that Mr G was 64, so was able to draw benefits from his pensions. And MA&P noted he was retired but that his income needs were being met. It isn't entirely clear from the fact-find or the suitability report how Mr G's income was comprised or whether he had other sources of income, other than the pensions and investments that MA&P advised him to transfer. I think it's reasonable to assume Mr G would likely have received state pension benefits when eligible to do so. But the handwritten notes on the fact-find, as well as the application for the transfer and subsequent summary of transactions, indicate income from the pensions and his ISA were a large part of his immediate plans. And it was noted that the investments being discussed made up more than 76% of his wealth portfolio. So, while MA&P has highlighted that Mr G said in the fact-find that avoiding capital losses was not a priority and he was willing to take medium risks, these policies were important to his future plans. And I haven't seen anything in the analysis from MA&P to suggest that he was in danger, if he retained his existing policies, of being left with an income shortfall at some stage.

Nevertheless, even with these policies being important to his income plans there was still the potential for Mr G to be better off. If, for example, he was to achieve greater growth by transferring, the residual amount invested after taking an income would be larger than if he stayed where he was. That higher amount could provide income for longer or allow Mr G to draw additional funds or provide a larger sum to leave as a legacy to his children in the event of his death. So, improved investment performance could leave him in a better position, which I think could fairly be said to be in his best interests.

I don't think all of the reasons for the recommendation given by MA&P, in the way they were presented, were clear or valid. For example, a file note from MA&P from the time said it believed how Mr G's ISA and pensions were invested (each in between 23 and 26 different investment funds) wasn't the best solution for him. And the suitability report stated that MA&P had discussed the way Mr G's funds were invested with his existing providers and that MA&P had said it believed the number of funds used was excessive. But I don't think Mr G's investments being diversified to this extent on its own meant transferring, and incurring the considerable charges for doing so, was in Mr G's interests.

In addition, the suitability report said that Mr G's new pension would have to achieve more growth than his existing policies (0.92% - 1.12%). The report didn't really explain why more growth was required. I acknowledge that this may have been explained to Mr G verbally and that the illustrations and other information provided may have made this clearer to him. But in short, more growth was required to offset the cost of the new policies, which I understand was greater than Mr G's existing ones – although this wasn't covered in detail in the suitability report. So, MA&P's recommendation appears to have meant Mr G would incur additional costs on his investments, which again wasn't necessarily in his interests.

But MA&P said its analysis was that Mr G was getting 'poor' returns. It said in the recommendation that its analysis showed the returns he was achieving on his existing pensions were between 5.1% and 5.98%. Whereas its recommendation could provide returns of 20.03%. I haven't seen detailed calculations to support these figures. And this level of return was not guaranteed – something which the recommendation mentioned. But if the projected difference in returns came about, Mr G would quite clearly have been better off by transferring his pensions, even accounting for the increased costs. And the recommendation said that the ISA would be invested in line with the pension after a transfer – so would earn the same returns. So, based on its analysis, I don't think it was necessarily unreasonable of MA&P to suggest that a transfer of his investments was in Mr G's interests.

However, this was dependent on the recommended funds being appropriate for Mr G's attitude to risk. Because while the investment funds MA&P suggested may have been projected to provide better returns than his existing pension, if the reason for this was that they involved taking greater levels of risk than Mr G's ATR indicated he was willing to take, they wouldn't have been suitable for him.

Again, I'd first note that the pension and ISA were to be invested in the same way following a transfer. In the fact-find, there were questions asking what level of risk Mr G was willing take, how much he was able to take and how much he needed to take. There were four response options to each question – none, low, medium and high. And all three questions were answered 'medium'. But the analysis that went into those answers is unclear. I don't think asking Mr G to simply identify his attitude to risk from a set of four options was enough. I'm also conscious that Mr G had said market volatility was his biggest concern when it came to investing. And, as I've said, he was retired at the time of the advice and was dependent on his investments (which again according to the fact find accounted for more than 76% of his wealth portfolio) to support his income needs.

At the same time though, I'm satisfied that Mr G sought advice from MA&P because he was unhappy with the returns he was receiving and wanted to know if he could do better. Performance was noted as his key investment objective. And Mr G also said, during the fact-finding, that he had some investment experience so was aware markets could fluctuate. Mr G had no recorded debts, his committed expenditure was relatively low and as I've said at a minimum, he'd also have had state pension benefits to rely on, so could afford some losses.

Taking all of this into account, I think the categorisation of his ATR as medium appears reasonable, in the circumstances. But like our Investigator, I don't think the investments MA&P recommended to Mr G were in line with this ATR.

MA&P asked Mr G about what risk categories he was comfortable investing in. And it recorded that he'd look to invest 30% in 'low risk', 40% in 'medium risk' and 30% in 'high risk'. This '30-40-30' split was referenced again in the suitability report. And I think this proposed balance further supports that Mr G had a medium ATR.

In the suitability report MA&P listed ten different funds and indicated Mr G should invest 10% in each. It said that the 'sector' for three of these funds was 'low', four were 'medium' and three were 'high'. And in response to the Investigator's findings MA&P said, by its measurement, only 30% was placed in high-risk investments. But I don't think that is supported by the available information.

The fact find said that low risk category investments returned at least more than inflation with a small amount of risk and said that a primary example of this type of investment was corporate bond funds. Medium risk investments were described as providing half-decent returns but with the possibility of some losses and the primary example given was UK equities. High risk was explained as giving the possibility of significant returns, but losses could be equally significant, and the primary example was non-UK equities. And I'd add that, generally, equities are considered to be a higher risk investment.

I've been provided a copy of pension switch analysis MA&P carried out. This included information sheets for the ten recommended funds, as well as an overall portfolio summary. The information sheets showed that nine of the ten funds had equity content in excess of 90%. And the portfolio summary said that the stocks (equity) content of the portfolio as a whole was 93.04%. It also summarised the 'country exposure' of the portfolio indicating that only 27.28% of the investments were UK based.

As I've said, MA&P described UK equities as typically being medium risk investments and non-UK equities as being high risk – which I think is reasonable. And for Mr G, a medium risk investor, a split of these, along with 30% low risk investments was considered suitable. But the portfolio recommended was made up of over 93% medium and high-risk investments (equities), with the majority of that 93%+ in fact in the category that would be considered high risk – non-UK equities. So, while I've taken on board what MA&P has said, I don't think the information supports that the recommended investment was a '30-40-30' split. And indeed, I think that the recommended investments seem to have had a higher risk than Mr G's ATR indicated he was willing to accept.

MA&P has indicated it believed Mr G's existing pensions may have been invested in a higher risk funds and assets than the ones it recommended and has suggested that this supports that he was willing to take more risk. But MA&P assessed his attitude to risk as being medium. So, the investment funds it recommended needed to be appropriate for that, regardless of what had gone before. And in any event the pension switch analysis it conducted at the time said that his one of his existing pensions had 73.32% invested in equities, 20.46% in bonds and cash and 6.21% in 'other' and the second was 67.91% equities, 21.55% in cash and bonds and 10.54% in 'other'. So, I don't think the available information supports what it has said about him previously being invested at a higher risk level.

Overall therefore, I don't think the advice MA&P provided Mr G to transfer his pensions and ISA was suitable because, the improved returns it suggested he'd potentially achieve were due to the recommended investments being higher risk than he was willing to take. And I think, if investments more suitable to Mr G's ATR had been discussed with him he'd likely have chosen not to transfer his pensions or ISA from his existing providers. I say this because, by not transferring Mr G would have avoided incurring the significant associated charges and the pension investments he already had appear, based on the analysis at the time, to have had an asset split broadly suitable for his ATR. So, I think the complaint should be upheld and MA&P should compensate Mr G.

As I've explained, Mr G has also complained about the fees he's paid for ongoing services from MA&P, which he says have not been provided. But the redress I've recommended, which I'll explain below, already accounts for the fees charged for this – as the calculation is intended to put him in the position he'd have been in had he not transferred. So, I don't need to look into the provision of ongoing services, as I've already concluded that, but for the unsuitable advice, this service would not have been taken out.

Our Investigator recommended that MA&P also pay Mr G £200 for the distress and inconvenience he'd been caused. And I think this is fair. I don't think Mr G has been experiencing ongoing distress from the point of the advice – as there was nothing in his dealings with MA&P for several years that suggested he was unhappy. But I can see that he expressed concerns about losses he'd incurred prior to complaining. And it seems to have taken MA&P a significant amount of time to provide its response to the complaint – which I don't doubt was upsetting for Mr G. So, in the circumstances I think the suggestion from the Investigator is reasonable.

Responses to my provisional decision

I gave both parties an opportunity to make further comments or send further information before I reached my final decision.

Mr G said he accepted my provisional decision.

MA&P did not respond with any further comments or evidence for me to consider, by the deadline given.

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.

Having done so, and as neither party has provided anything further for me to consider, I see no reason to depart from my provisional findings.

So, for the reasons explained above, I consider the advice MA&P provided to Mr G was unsuitable as the recommended investments involved a higher level of risk than Mr G was willing to take. And but for this unsuitable recommendation, I'm satisfied he wouldn't have undertaken the recommended transfers. So, I think MA&P should carry out a calculation to establish if this advice has caused Mr G to incur a loss and, if it has, it should compensate him for that loss.

Putting things right

Mr G was advised by MA&P to transfer two pensions and an ISA. I don't think he'd have transferred either if unsuitable investments hadn't been recommended. And my aim is that Mr G should be put as closely as possible into the position he would probably now be in but for that advice. I've addressed how compensation should be calculated for the pensions and ISA separately.

The pensions

Fair compensation

I think Mr G would have remained with his previous providers, however I cannot be certain that a value will be obtainable for what the previous policies would have been worth. I am satisfied what I have set out below is fair and reasonable, taking this into account and given Mr G's circumstances and objectives when he invested.

What must MA&P do?

To compensate Mr G fairly, MA&P must:

- Compare the performance of Mr G's investment in the pension he holds with AJ (which I understand is still in force) with the notional value if it had remained with the previous provider(s). If the actual value is greater than the notional value, no compensation is payable. If the notional value is greater than the actual value, there is a loss and compensation is payable.
- MA&P should also add any interest set out below to the compensation payable.
- If there is a loss, MA&P should pay into Mr G's pension plan to increase its value by the amount of the compensation and any interest. The amount paid should allow for the effect of charges and any available tax relief. Compensation should not be paid into the pension plan if it would conflict with any existing protection or allowance.
- If MA&P is unable to pay the compensation into Mr G's pension plan, it should pay that amount direct to him. But had it been possible to pay into the plan, it would have provided a taxable income. Therefore, the compensation should be reduced to *notionally* allow for any income tax that would otherwise have been paid. This is an adjustment to ensure the compensation is a fair amount - it isn't a payment of tax to HMRC, so Mr G won't be able to reclaim any of the reduction after compensation is paid.
- The *notional* allowance should be calculated using Mr G's actual or expected marginal rate of tax at his selected retirement age.
- It's reasonable to assume that Mr G is likely to be a basic rate taxpayer at the selected retirement age, so the reduction would equal 20%.

Income tax may be payable on any interest paid. If MA&P deducts income tax from the interest, it should tell Mr G how much has been taken off. MA&P should give Mr G a tax deduction certificate in respect of interest if Mr G asks for one, so he can reclaim the tax on interest from HM Revenue & Customs if appropriate.

Portfolio name	Status	Benchmark	From ("start date")	To ("end date")	Additional interest
Pension held with 'AJ'	Still in force	Notional value from previous providers	Date of investment (shortly following advice in 2018)	Date of my final decision	8% simple per year from final decision to settlement (if not settled within 28 days of the business receiving the complainant's acceptance)

Actual value

This means the actual amount paid from the investment at the end date.

Notional Value

This is the value of Mr G's investment had it remained with the previous providers until the end date. MA&P should request that the previous providers calculate this value.

Any withdrawal from the AJ pension should be deducted from the notional value calculation at the point it was actually paid so it ceases to accrue any return in the calculation from that point on. If there is a large number of regular payments, to keep calculations simpler, I'll accept if MA&P totals all those payments and deducts that figure at the end to determine the notional value instead of deducting periodically.

If the previous providers are unable to calculate a notional value, MA&P will need to determine a fair value for Mr G's investment instead, using this benchmark: FTSE UK Private Investors Income Total Return Index. The adjustments above also apply to the calculation of a fair value using the benchmark, which is then used instead of the notional value in the calculation of compensation.

The ISA

Fair compensation

I think Mr G would have remained with his previous provider, however I again cannot be certain that a value will be obtainable for what the previous policy would have been worth. I am satisfied what I have set out below is fair and reasonable.

What should MA&P do?

To compensate Mr G fairly, MA&P must:

- Compare the performance of Mr G's investment with the notional value if it had remained with the previous provider. If the actual value is greater than the notional value, no compensation is payable. If the notional value is greater than the actual value, there is a loss and compensation is payable.
- MA&P should also add any interest set out below to the compensation payable.

Income tax may be payable on any interest awarded.

Portfolio name	Status	Benchmark	From ("start date")	To ("end date")	Additional interest
AJ ISA	No longer in force	Notional value from previous provider	Date of investment (shortly following advice in 2018)	Date ceased to be held (when transferred in 2021)	8% simple per year on any loss from the end date to the date of settlement

Actual value

This means the actual amount paid from the investment at the end date.

Notional Value

This is the value of Mr G's investment had it remained with the previous provider until the end date. MA&P should request that the previous provider calculate this value.

Any additional sum that Mr G paid into the investment should be added to the *notional value* calculation at the point it was actually paid in.

Any withdrawal from the AJ ISA should be deducted from the notional value calculation at the point it was actually paid so it ceases to accrue any return in the calculation from that point on. If there is a large number of regular payments, to keep calculations simpler, I'll accept if MA&P totals all those payments and deducts that figure at the end to determine the notional value instead of deducting periodically.

If the previous provider is unable to calculate a notional value, MA&P will need to determine a fair value for Mr G's investment instead, using this benchmark: FTSE UK Private Investors Income Total Return Index. The adjustments above also apply to the calculation of a fair value using the benchmark, which is then used instead of the notional value in the calculation of compensation.

Why are these remedies, using the stated index, suitable?

I've chosen this method of compensation because:

- Mr G wanted Capital growth and was willing to accept some investment risk.
- If the previous providers are unable to calculate a notional value for the pensions and ISA, then I consider the measure below is appropriate.
- The FTSE UK Private Investors Income **Total Return** index (prior to 1 March 2017, the FTSE WMA Stock Market Income total return index) is a mix of diversified indices representing different asset classes, mainly UK equities and government bonds. It would be a fair measure for someone who was prepared to take some risk to get a higher return.
- Although it is called income index, the mix and diversification provided within this index is close enough to allow me to use it as a reasonable measure of comparison given Mr G's circumstances and risk attitude.

In addition to the above, MA&P should pay Mr G £200 for the distress and inconvenience caused.

My final decision

For the reasons I've explained I uphold this complaint. To put matters right, Money Advice & Planning Ltd should pay compensation in line with the methodology set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 December 2025.

Ben Stoker
Ombudsman