

The complaint

Mr H complains that his independent financial adviser, Truly Independent Limited (Truly), provided him with poor service. And that it caused unnecessary delays to his access to his pension funds, leading to a lot of stress for him and the need for him to borrow money from his family.

What happened

I understand that Mr H gave up work in 2021 for health reasons. And that he contacted Truly in November 2023 as he wanted to drawdown funds from his two personal pensions as a living wage. He wanted to transfer both pensions into a single drawdown account to be accessed as needed.

On 12 December 2023, Truly sent one of Mr H's pension providers – which I'll refer to as provider P - a letter of authority (LOA). Mr H had signed the LOA but hadn't dated it.

On 9 January 2024, Truly's adviser wrote to Mr H to tell him he'd chased provider P about the LOA and that it'd assured him that the information he'd requested would be with him soon. He said he couldn't finalise the transfer without that information. But said he would progress it as a priority once received.

Mr H wrote to Truly on 29 January 2024. He said that while he'd understood the last email, he wanted to know if there'd been any progress. He also asked if there was anything he could do to speed things up. He said he only had about two month's money left.

Truly replied to Mr H the following day. His adviser said he had yet to hear from provider P but would chase it as a priority.

Mr H wrote to his adviser again on 20 February 2024 to ask for an update. He replied the following day to explain that he was on holiday that week, but that he planned to meet with Mr H the following week.

Mr H wrote to his adviser on 29 February 2024 for an update. He said he wasn't sure if his emails were getting through as he was having provider issues. He said he'd sent texts. He repeated that he was running low on funds and was desperate to get things sorted out.

The adviser replied to Mr H the same day to say he still hadn't heard from the business responsible for his second pension – provider W. He asked Mr H if he could chase it to see what was happening. He also said that given Mr H's urgent need to progress matters it might be worth dealing with provider P first and then only deal with the provider W pension later. Mr H said he'd call provider W for an update. He asked if Truly had everything it needed from provider P. And asked it to quickly action the drawdown from that pension if it did.

On 1 March 2024, Mr H wrote to his adviser. He said he might prefer to take 25% of his pensions as tax-free cash.

Provider P didn't reply to Truly about Mr H's LOA until March 2024, when it sent a letter

dated 11 March 2024. Truly evidenced that it received this on 25 March 2024. In this letter, provider P said it hadn't updated its files with Truly as the adviser as the LOA hadn't been dated. It asked for a new, dated LOA to be sent.

Truly said that as it was concerned about how long provider P had already taken to respond, and how long it would also take to process a new LOA, its adviser challenged provider P's decision.

Mr H sent his adviser information about one of his pensions on 3 April 2024. This showed the transfer value as at 8 August 2023. He also emailed his adviser on 5 April 2024 to confirm he needed around £800 to £1,000 a month plus a tax-free lump sum of 25%. He also said his current income was a drawdown pension.

Truly replied on 8 April 2024 to say that as Mr H was currently in drawdown and planned to take a further tax-free cash lump sum, his remaining funds would need to be invested. He asked him to complete a questionnaire relating to this, which he said could be discussed the following day. He also said that he'd need to assess Mr H's attitude to risk (ATR).

Provider P acknowledged the complaint on 12 April 2024 and said it would investigate.

On 15 April 2024, provider P wrote to Truly to say it didn't support the complaint. It said it'd correctly followed its processes in line with the terms and conditions of Mr H's pension.

Also on 15 April 2024, Truly wrote to Mr H about his ATR assessment. He said Mr H had come out as 'Cautious'. And explained what this meant. He asked him to confirm his income for the current tax year and that he was using his personal savings to cover his current expenditure until his new drawdown was in place. He also said he'd produce a cashflow analysis, and that he'd need information about Mr H's existing and future expenditure for this. He said he'd send Mr H a form to complete securely.

On 14 May 2024, Truly wrote to Mr H to ask him to provide information about his current expenditure so that his adviser could finalise cashflow reports for him. Mr H replied the same day to ask how much longer it would take to access his funds. He said he was: *"down to 1 month of money left now"*. He said he'd had to apply for a government allowance.

Later that day Mr H emailed his adviser again to say he'd completed the form he'd been asked to populate. He said he'd become very frustrated with the types of questions being asked. His adviser replied to explain that he needed the requested information so he could provide best advice. He said part of the process was a full expenditure/income analysis when advising around drawdown. The adviser also said that the process was at the mercy of provider P and provider W. He said that the process would therefore take as long as they needed to facilitate things at their end.

After further communication about the information needed, and Mr H's submission of the required form, the adviser emailed him on 16 May 2024 to say that he'd review the information provided. The adviser acknowledged Mr H's frustrations. He also noted that he wouldn't always be able to respond to texts as they weren't secure on his personal phone. He noted the secure message facility. The adviser also asked Mr H to confirm the level and frequency of the government allowance he was receiving, as it would affect any potential advice provided. Mr H replied to say that he was yet to receive the allowance, but estimated it would be about £86 a week.

Mr H chased his adviser for an update on 3 June 2024, again noting that he was about to run out of money. He chased again on 5 June 2024.

The adviser replied on 10 June 2024. He said he'd had a few days off the previous week and that he was moving home and office. He said he'd contact Mr H the following afternoon when he was back in the office.

Mr H emailed his adviser on 13 June 2024 as he'd not received the call he'd expected on 11 June 2024. His adviser replied the same day to say he was moving house that week and had limited internet access. He said he'd call the following day.

The adviser emailed Mr H on 14 June 2024 to say that his internet would be back online the following week. He said he'd call if Mr H was available.

Mr H emailed his adviser on 17 June 2024 to say he was still waiting for the promised call. His adviser replied the same day, acknowledging how frustrating the process was. He said he'd tried to call provider P the previous week to get the fund information he needed for his due diligence. But he was still waiting for that. He explained why the due diligence was needed.

Mr H emailed his adviser again the same day. He said provider P had just told him it couldn't: "*see any request for last week*". And that it'd asked him to ask his adviser to contact it for the information he needed. He also said that provider W had told him it'd had no contact with his adviser since April 2024.

On 19 June 2024, Mr H emailed his adviser to ask him if he still wanted to act as his adviser. The adviser spoke to Mr H the following day.

Mr H said that he felt his adviser was always making excuses, and that his attempts at accessing his pensions were taking too long. He said he had no confidence in his adviser, so he decided to seek financial advice from another source.

On 24 June 2024, the adviser wrote to Mr H to ask him if he'd made any progress with a new pension provider he was thinking of using. On 3 July 2024, Mr H wrote to tell his adviser that he'd only contacted that new provider out of desperation. But he said that if his adviser had all he needed for his two pensions, and could secure the money he needed first, he could cancel with that provider.

The adviser replied on 4 July 2024. He said provider W wasn't the issue. And that provider P was the one with gaps in the information required. He suggested that Mr H completed a new LOA for provider P. And that he also called it to ask it to escalate due to the issues they'd faced.

On 4 July 2024, Mr H asked his adviser for his confirmation that he could arrange the drawdowns he needed from his provider P and provider W pensions by the end of August 2024. He sent further emails on 7 and 8 July 2024 asking why his provider W pension couldn't be transferred. He said this would reduce his stress.

The adviser replied on 9 July 2024 to say it wouldn't be in Mr H's best interests to complete two separate pension switches. Mr H replied the same day to ask if the adviser could guarantee his funds would be available before the end of August 2024. He asked what would happen if he only asked for his provider W pension to be processed.

I understand that Mr H complained to Truly on 11 July 2024 as he felt his adviser had caused unnecessary delays to him accessing his pension, leading to undue stress and concern. Truly said it was unaware of this email for some time due to technical issues.

I understand that Mr H transferred his pension with provider P to another provider within four

weeks of starting the process to transfer without advice, and that it completed on 15 July 2024. Mr H said he received a tax-free cash lump sum payment from this account on 25 July 2024.

Truly issued its final response to the complaint on 13 August 2024. It acknowledged that the process had suffered from several delays. But felt that those delays included periods where it couldn't proceed as it was waiting for further information from either Mr H or provider P, which it said had insisted on a new LOA.

Truly said that whilst it understood how stressful the process had been for Mr H, it had to ensure that it obtained enough information about Mr H's pensions to allow it to provide a suitable recommendation. And that the delays it'd faced in accessing the information it needed had prevented it from preparing and implementing any such recommendation.

Truly accepted that there had been times when it could've reacted more quickly. It therefore upheld the complaint. It apologised for its contribution to the delays Mr H had experienced. And offered him £150 compensation for the distress and inconvenience caused.

Unhappy, Mr H brought his complaint to this service on 30 September 2024. He said that he understood that there were issues with provider W, with whom he'd raised a complaint.

Mr H said his adviser had failed to make the calls he'd promised on a number of occasions and had made constant excuses. He also felt his adviser's communication had been poor. He said he'd texted him but got no reply. And that this had led to serious concern that he was being scammed.

Mr H said that as his adviser had known how his existing money was dwindling away, and the stress this was causing, he felt very let down. He felt he'd wasted six months, and used the last of his savings, trying and failing to sort out his access to his pensions. Mr H said he'd had to borrow money from his family due to the delays.

Mr H said that as a result of Truly's poor service, he'd decided to start proceeding with the pension provider he transferred his provider P pension to. He said that was stressful, as online companies like it made him very nervous about scams.

Mr H felt that his adviser hadn't always contacted provider P and provider W when he said he had. He felt the compensation Truly had offered him didn't properly take into account the stress he'd suffered.

Our investigator felt the crux of the complaint was the delay in accessing pension funds. He acknowledged that there were two separate pensions that Mr H had wanted Truly to advise him on accessing. But noted that the information Truly had provided primarily related to the delays experienced with the provider P transfer. It was this pension which Mr H transferred to his new pension provider on 15 July 2024.

Our investigator said he understood that there'd been further issues with the provider W pension which had also led to a complaint during the time with Truly. He therefore felt that the provider P pension was the most likely to be accessed in the timeframe that Mr H wanted. As such, he considered the specific delay in accessing that pension alone. But said he would also consider service concerns arising from the provider W pension advice when looking at the compensation for distress caused in the overall process.

Our investigator considered whether the delays had impacted Mr H's pension's value. But he didn't think it was appropriate for him to comment on that issue as Truly never gave Mr H its advice. He also noted that the pension funds remained invested until the drawdown was

taken. He therefore didn't recommend a loss calculation.

Our investigator felt that Mr H should've had access to his tax-free cash lump sum sooner than he did. He felt that Truly should've followed up with provider P for a response to its LOA request after a month, so around 12 January 2024. He felt that if Truly had chased this up at that point, provider P would've been prompted to quickly respond within five working days. And that Truly could then have sent an acceptable LOA within around another five working days.

Our investigator then felt that provider P should've provided the requested information in a timely manner. At which point Truly would've been able to "*fairly quickly*" provide advice on the best way for Mr H to access his pensions for an immediate income. He felt this entire part of the process should've been completed within a month. If Truly had acted as our investigator felt it should've, he thought Mr H would've had access to some income from his pensions by 26 February 2024. Our investigator therefore considered that Truly had caused an avoidable delay to the payment of a tax-free cash lump sum of the order of around £6,600 between 26 February 2024 and 25 July 2024.

To compensate Mr H for the lack of enjoyment of those funds, our investigator felt that Truly should apply 8% simple interest on a tax-free cash lump sum of either £6,600, or the actual amount Mr H could've taken at that time upon evidence of that amount, from 26 February 2024 to 25 July 2024.

Our investigator also felt that Truly had caused Mr H distress and inconvenience due to the delays it'd caused to his drawdown. He felt a total award of £750 was appropriate under the circumstances. He said this was because Truly had caused Mr H substantial distress and worry which had impacted his daily life over a period of months. While he acknowledged that some of the delays were due to third parties, he felt Truly had caused avoidable delays leading to sustained distress.

Mr H agreed with our investigator.

Truly didn't agree with the proposed redress. It made the following points:

- While it accepted that it'd caused some delays, it didn't think it was solely responsible for all delays and all the loss of enjoyment and distress Mr H had experienced.
- It felt the redress that was excessive, given it'd hadn't provided any regulated advice or implemented any recommendations.
- While it acknowledged it should've obtained a new signed LOA from Mr H when It discovered the original had been rejected, it didn't accept the timeframe our investigator had proposed as the basis of the interest calculation.

It felt that timeframe assumed that it should've chased provider P for the pension information on 12 January 2024. And that it would've then found out about the issues with the LOA, and been able to provide a new one, in an even shorter period of time than it had taken provider P to respond to the original letter.

Truly said that as provider P had yet to review the original LOA on 12 January 2024, it was unlikely that a chaser on 12 January 2024 would've yielded anything other than confirmation that the letter had been received and was in a queue. It said its adviser had on at least one occasion tried to call provider P. But had sat in the queue for an unreasonable amount of time and was unable to get through.

Truly also said it didn't have influence over the speed with which providers processed LOAs. It felt the evidence showed that provider P was, at that time, operating on extended turnaround times for reviewing LOAs. It therefore felt that it had been in a queue, and that it wouldn't have been reviewed any earlier than it was.

Truly felt the earliest it could've reasonably been aware that there was an issue with the original LOA was once provider P had reviewed it, which was when it received its 11 March 2024 letter.

Truly said that if it'd called provider P the day it received that letter, assuming another five working days to obtain a new LOA from Mr H, and finally assuming that this took a further six weeks for provider P to process - which it felt was reasonable, given how long it'd taken to review the original LOA, the earliest Truly would've had the information it needed for the provider P pension would've been 22 April 2024.

- Truly also felt that our investigator had been unreasonable to assume that it would've been able to "*fairly quickly*" provide advice to Mr H, ensuring that he received income from his pension within a month of it receiving information from provider P. It said it wasn't a self-facilitation platform, with no advice being provided, like the provider Mr H had gone on to use. It was a regulated IFA firm which had to follow several additional elements within the advice process. It explained in detail what these were.

Overall, Truly felt it was very common for the conclusion of the initial advice process to take four to six weeks from the point of receiving all relevant information from any providers. It therefore felt that a fair date by which for Mr H should've received his tax-free cash would've been 23 May 2024.

- Truly also felt that it wasn't fair to use an interest rate of 8% simple for the delayed payment. It said this didn't allow for the investment growth Mr H may have received over that period, which it believed should be offset.
- Truly acknowledged that the distress and inconvenience recommended of £750 might match Mr H's experience, but it didn't agree that it was fair to attribute that solely to it. It said Mr H wasn't an existing client and had no binding terms in place which had prevented him from approaching a different adviser at any stage in the process. It felt Mr H had been informed and capable of making his own decision about whether he should continue to engage with Truly if he'd been unhappy with how long the process was taking.

As agreement couldn't be reached, the complaint came to me for a review.

I asked Truly for further information. I'm grateful to it for replying within the timescales allowed.

I also asked Mr H if his adviser had told him what the advice process would involve and how long it might take. He believed that when he'd first spoken with Truly in November 2023 it'd told him the process would complete in March 2024.

I issued my provisional decision on 17 June 2025. It said:

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, I intend to uphold this complaint. But I don't agree with our investigator about the date Mr H should've received his tax-free cash lump sum payment. I'll explain the

reasons for my decision.

Before I start, I confirm that I agree with our investigator that there appear to have been further issues with the provider W pension during the process outlined, about which Mr H has raised a separate complaint. I therefore agree that the provider P pension was the most likely pension to be accessed in the timeframe that Mr H wanted. And, like our investigator, I've only considered the specific delay in accessing that pension.

I also agree with our investigator that I can't reasonably comment on whether the delays impacted Mr H's pension's value, given Truly never gave Mr H its advice. I therefore can't fairly recommend a loss calculation.

I went on to consider what delays I can fairly and reasonably attribute to Truly.

Avoidable delays caused by Truly

Truly doesn't consider that it was solely responsible for all of the avoidable delays Mr H suffered.

From what I've seen, the evidence shows that provider P took longer than expected to reply to Truly's 12 December 2023 letter enclosing Mr H's undated LOA. So it wasn't until 25 March 2024 that Truly received provider P's rejection of that LOA. This meant that provider P couldn't yet send Truly the information it needed to make a recommendation for Mr H. This meant that, even though the evidence shows that Truly did engage with Mr H during the time it was waiting for a complaint response from provider P, it wasn't possible for it to get all the information it needed to make a recommendation.

However, provider P's March 2024 letter did clearly ask for a new, dated LOA to be sent. Therefore, while I appreciate Truly said it didn't do as instructed given how long provider P had already taken to respond, instead raising a complaint, I think it should've additionally sent provider P a new, dated LOA. I can see that Truly accepts that it should've taken this step. In reality, Truly didn't ask Mr H to provide a new LOA until 4 July 2024.

As our investigator said, it's difficult to assign responsibility for the delays the failure to provide an acceptable LOA caused. I say this because the problem could've been avoided in the first place if Mr H had dated the form, or if Truly had noticed the omission before sending the LOA onto provider P. Similarly, provider P could've rejected the undated LOA much more quickly. Equally, Truly could've chased provider P for a response to its LOA submission to try to ensure progress. However, I agree with our investigator, and for the same reasons, that I can't reasonably hold Truly wholly responsible for the delay before it received provider P's March 2024 letter.

Truly didn't agree with our investigator's view that it'd caused delays between 26 February 2024 and 25 July 2024. I've carefully considered the points Truly has made. Having done so, I agree with it that our investigator's timeframe is unreasonable. I'll explain why.

I agree with Truly that, given provider P's response times, it wouldn't have been likely to have responded quickly to a chaser sent on 12 January 2024. Instead, I'm more persuaded that it would've simply told Truly that its letter was in a queue. I also agree with Truly that it couldn't at this point effectively influence the speed with which provider P processed Mr H's LOA. I therefore consider that even if Truly had chased provider P for a response to the LOA it'd sent, it wouldn't have received a reply any earlier than it did. Although Truly said this was 11 March 2025, the date of provider P's letter, I think it was 25 March 2024, the date Truly actually received that letter.

Truly felt that if it'd called provider P the day it received the March 2024 letter, and if it'd then taken a further five working days to get a new LOA from Mr H, it would've then taken provider P a further six weeks to process. It therefore felt that the earliest it would've had the information it needed for the provider P pension would've been 22 April 2024. This date is based on receiving provider P's letter on its date, rather than 25 March 2024 when it was actually received. I therefore think if I use Truly's suggested timeframe, and the date it received the letter, it takes us to 13 May 2024, not 22 April 2024.

Truly also said that as a regulated adviser, it would've taken time to provide the advice Mr H needed. It said it would've taken a week to review the information. Then a further week for the draft recommendations to gain internal pre-approval. Then at least three working days to arrange and conduct a meeting with Mr H to discuss the recommendations. It then felt that even if Mr H had agreed to the recommendations at the meeting, it would've taken a further two weeks to access the required funds, even if it'd decided to use a fast payment method given the circumstances. Based on its starting point of 22 April 2024, it said this would've meant that Mr H would've received his lump sum on 23 May 2024. Based on the actual date that Truly received provider P's March 2024 letter, and using Truly's timeframe, I think takes us to 13 June 2024.

While I agree with the timeframe Truly has proposed for its provision of advice, I think that, under the circumstances where Mr H had repeatedly explained his urgent need for funds, Truly should've contacted provider P to explain the situation once it'd received that provider's March 2024 letter. While I accept that Truly can't control another provider's response times, I think that if it'd called provider P on 25 March 2024 when it'd received the LOA rejection letter to explain Mr H's situation and the lengthy response time he'd already faced, provider P would've taken steps to process a new LOA quickly. I say this because the evidence shows that when Mr H contacted provider P about the information request, it'd asked him to ask his adviser to contact it for the information he needed.

Had Truly called provider P on 25 March 2024, I think the following would've happened:

- Mr H would've provided a new LOA within five working days, so by 4 April 2024 (allowing for bank holidays)
- Provider P would've processed the LOA and provided the requested information to Truly within five working days, given the circumstances, so by 11 April 2024.
- Using Truly's timeframe for the advice process, Mr H would've received his lump sum on 14 May 2024.

I've not been provided with any further information about the actual amount Mr H could've taken as a lump sum. I therefore intend to require Truly to compensate Mr H for the loss of use of his £6,600 lump sum for the period from 14 May 2024, when he should've received it, to the 25 July 2024, when he actually received it.

I acknowledge that Mr H's transferred funds were invested over the period of delay, therefore I intend to permit Truly to offset the delayed payment compensation calculated using an interest rate of 8% simple with the return Mr H actually achieved over that period. Truly will need to get this information from provider P.

I next considered the distress and inconvenience Mr H has suffered.

Distress and inconvenience

Truly felt the total redress of £750 recommended by our investigator was excessive given it'd

hadn't provided any regulated advice or implemented any recommendations. It said it'd offered Mr H £150 compensation as although it recognised that the impact of the delays had lasted many months, it considered that other parties had also caused delays.

While Truly has agreed with our investigator that a total of £750 compensation might match Mr H's experience, it didn't agree that it was solely responsible for the distress and inconvenience caused, noting that Mr H could've chosen to find a new adviser at any point if he was unhappy with how long the process was taking.

I noted earlier in my decision why I accept that it wouldn't be fair or reasonable to hold Truly responsible for the delays up to 25 March 2024. But I don't agree with Truly that it wasn't mostly responsible for the distress caused.

I say this because Truly was acting as Mr H's trusted adviser. And Mr H explained to his adviser on more than one occasion that he urgently needed funds to live on.

I can see that while the adviser was often responsive, there was more than one occasion when he didn't quickly respond to Mr H's chasers. And a number of times when he didn't return calls as promised. I also consider that the communication exchanges between him and Mr H didn't always convey the seriousness of Mr H's situation, with the adviser sometimes simply flippantly blaming other parties for the delays rather than taking further steps to move the process forward. I also note that Mr H had made his adviser aware about his previous health issues. Therefore I consider that his adviser should've tried to better manage his stress during this time.

Mr H told this service that the delays caused him worry on a daily basis. He also said that the service he'd received from Truly made him concerned about the competence and professionalism of his adviser, leading to further stress. He'd had to apply for a government allowance and to borrow money from family to get himself through this time. I can see that he was seriously concerned for several months about what would happen to him if his savings completely ran out. This shows that Truly's delays caused serious stress over a long period of time. Although I can see that Truly did discuss using another provider with Mr H, which in the end he felt he had to do, this led to further concerns due to being very nervous about scams with online companies.

Looking solely at the impact of the avoidable delays I consider Truly caused, and the impact they had on Mr H, I'm persuaded that the distress and inconvenience compensation that Truly should pay Mr H should be a total of £750. I say this because I think Truly's delays caused considerable distress, upset and worry over many weeks/months.

I therefore intend to require Truly to pay Mr H a total of £750 compensation for the distress and inconvenience its delays caused him. It can deduct any compensation it has already paid Mr H from this amount.

Overall, I intend to uphold the complaint.

Response to my provisional decision

Truly accepted my provisional decision, but said it would need a letter of authority to be able to calculate the investment growth on the policy.

Mr H accepted my 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.

As no new evidence has come to light, I remain of the view I set out in my provisional decision.

Putting things right

My aim in awarding fair compensation is to put Mr H back into the position he would likely have been in, had it not been for the avoidable delays caused by Truly. But for those delays, I think Mr H would've received his £6,600 tax-free cash lump sum on 14 May 2024.

Truly Independent Limited must take the following steps to put things right:

- compensate Mr H for the loss of use of his £6,600 lump sum for the period from 14 May 2024, when he should've received it, to the 25 July 2024, when he actually received it. As Mr H's transferred funds were invested over the period of delay, Truly can offset the delayed payment compensation calculated using an interest rate of 8% simple with the return Mr H actually achieved over that period. Truly must get the return information from provider P.
- pay Mr H £750 compensation for the distress and inconvenience it caused him. It can deduct £150 from this if it's already paid Mr H the £150 it offered him.

My final decision

For the reasons explained above, I uphold the complaint. Truly Independent Limited must take the steps details in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 July 2025.

Jo Occleshaw
Ombudsman