

The complaint

Mrs S complains that Quilter Life & Pensions Limited (“Quilter”) failed to complete the transfer of her pension savings to another provider in a timely manner.

What happened

Mrs S has been assisted in making this complaint, and her dealings with Quilter, by her son. But in this decision, for ease, I will generally refer to all communication as if it has been with, and from, Mrs S herself.

I issued a provisional decision on this complaint last month. In that decision I explained why I didn’t think the complaint should be upheld. Both parties have received a copy of the provisional decision but, for completeness, I include some extracts from it below. In my decision I said;

Mrs S held pension savings with Quilter. In 2024 Mrs S appointed a new financial advisor, who I will call T. The advisor recommended she should move her pension savings away from Quilter to its own platform. In June 2024 Mrs S provided Quilter with a letter of authority allowing T to receive information about her pension plan.

In September 2024 T sent Quilter an instruction, via the automated Origo Options system, for the transfer of the cash value of Mrs S’ pension savings. But a small part of Mrs S’ pension savings was invested in a fund that was at that time suspended and could not be sold. Given that regulations prevented Quilter from being able to transfer only a part of Mrs S’ pension savings it asked T to resubmit the request once the suspended fund was again trading.

In October 2024 Quilter investigated whether it could provide further assistance to Mrs S by effectively pre-funding the sale of the suspended fund. But it decided, given the value of that investment, it was unable to assist in that way. But Quilter did confirm that it would be able to move the suspended fund via an in-specie transfer. T accepted that proposal in respect of the suspended fund and asked Quilter to provide the appropriate discharge forms.

Quilter sent those forms to T the following day, and they were returned around two weeks later. Two days after that Quilter sent T a valuation of Mrs S’ pension benefits and asked for T’s acceptance of the transfer. Unhappy with the progress of the transfer Mrs S complained to Quilter about the delays. Following a query from T, Quilter resent the valuation email on 28 November. It then told Mrs S that it didn’t agree with her complaint and that any delays were due to it awaiting information from T.

The transfer acceptance was sent by T to Quilter on 17 December and it started the process of selling down Mrs S' investments. The transfer was concluded following the sale of the liquid investments that completed on 24 December, the re-registration of the suspended investment on 2 January, and the payment of the cash balance to T on 9 January. Unhappy with the time the transfer took, Mrs S asked us to look at what had happened.

The transfer that Mrs S made was to another regulated firm. But this complaint solely relates to the actions of Quilter. Although I will naturally comment on the actions of T, I do so without any inference of fault. That would only be something to be considered should Mrs S decide to make a complaint against that firm.

In my introduction I have set in some detail the timeline of what happened with Mrs S' transfer. But I think it would be reasonable to provide my thoughts on some of the more critical aspects of what happened.

Mrs S' pension savings included an investment of around £18,000 in a fund that was suspended. The suspension of that investment fund was not within the control of Quilter nor was it something it could have reasonably foreseen when it advised Mrs S on her pension investments. But it did mean that when Mrs S asked to transfer her pension savings to the new provider in cash, Quilter was unable to complete the request.

I have seen that Quilter did give some consideration to assisting Mrs S by pre-funding the sale of her investment. Effectively Quilter would take control of the asset in order that it could be sold at a later date. In exchange it would include its current value in the cash amount being transferred. But that was not something that Quilter was required to do, either by current regulations or the terms and conditions of Mrs S' pension plan. Ultimately Quilter decided that the cost and risk of that approach would be too great. That was entirely a commercial decision for it to take. I find no fault in Quilter deciding not to help Mrs S in that way.

Given that Mrs S' pension savings were, in part, crystallised Quilter was unable to offer her a partial transfer. All her pension savings needed to be transferred to a new provider at the same time. So, in order for the transfer to proceed a solution needed to be found for the suspended investment that had reasonably caused the initial Origo cash transfer request to be rejected.

The solution that Quilter proposed, and Mrs S accepted, was for the suspended investment to be transferred in-specie with the remainder of her pension savings being transferred as planned in cash. That would mean the suspended investment would simply be re-registered to the custody of T. But in order for that to be completed, a number of things needed to happen.

First T needed to formally request the transfer. It did that by completing a discharge form that Quilter supplied. Although Quilter sent the form to T on the day after it was requested it took around two weeks before it was returned.

Next T would need to let Quilter know that it was willing to accept the transfer. For an in-specie transfer that step is important since any investment being transferred would need to be held on the new provider's platform. I have seen that T did need to do some work to add the transferred investment to the funds it offered. Quilter first sent the acceptance request by email to T on 2 November. It appears that might have been mislaid by T so a further copy was sent on 28 November – the same day T notified Quilter of the missing email. But Quilter didn't receive the acceptance from T

until 17 December. It was at that time that Quilter could start the process of transferring Mrs S' pension savings.

As I have said earlier, the majority of Mrs S' pension savings were to be transferred in cash – only one investment was to be transferred in-specie. But Quilter says that, given this was now effectively an in-specie transfer, once it started the process all Mrs S' investments would be re-registered. So it was important that those investments being transferred as cash were sold first. I can see that Quilter started that process as soon as it received the acceptance from T. The last of the investment sales settled on 24 December.

Quilter then started the re-registration process for the suspended investment the next working day. And that completed on 2 January. It is normal in transfers of this nature for the cash to be the final part of any transfer. That allows for the payment of any outstanding fees or charges before the transfer completes. And in some cases, providers will even refuse to accept cash transfers if the stock transfers haven't been finalised. So, on 3 January Quilter submitted the cash transfer to BACS and, in line with normal banking timescales, it was received by T on 9 January.

So given what I have set out above, I don't currently think Quilter caused any delays to the transfer of Mrs S' pension savings. Generally I would think it reasonable for a short processing period (of say up to five days) to be allowed when a firm needs to take the next action. But here it seems that Quilter did what it needed to do no more than one day later – and in many cases on the same day. I think any delays that occurred were as a result of Quilter having to wait for actions by other parties, such as T or the investment fund managers.

I appreciate that this decision will be disappointing for Mrs S. She asked that process of transferring her pension savings start in June 2024 and it didn't complete until more than six months later. But I have set out all the reasons for that delay. The delay started with needing to establish how to deal with the suspended fund. And then later delays were entirely outside the control of Quilter. So I don't currently think Quilter has done anything wrong, or that it needs to pay any compensation to Mrs S.

I invited both parties to provide us with any further comments or evidence in response to my provisional decision. Quilter said it accepted my provisional decision. Mrs S didn't agree with my findings. But she had no further evidence to provide in support of her complaint.

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 I set out in my provisional decision, in deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mrs S and by Quilter. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In other words I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

And I repeat my reflections on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to

put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

I understand Mrs S' disappointment with my findings. I agree that the time taken for the transfer to complete was too long. But in my provisional decision I explained why I didn't think any delays were because of something that Quilter had done wrong. And since neither party has provided me with any new evidence or further comments I see no reason to alter that conclusion, or the reasons, that I set out in my provisional decision.

It therefore follows that I don't think Quilter has done anything wrong, or that it needs to pay any compensation to Mrs S.

My final decision

For the reasons given above, and in my provisional decision, I don't uphold the complaint or make any award against Quilter Life & Pensions Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 29 September 2025.

Paul Reilly
Ombudsman