

The complaint

Mrs F complains she was given unsuitable advice to transfer a defined benefit ('DB') pensions she held and believes West Park Investment Partnership Limited ('WP') has a responsibility for that advice. She also says WP didn't invest and manage her transferred DB monies as it should have or give her the level of customer service it should have. Mrs F says WP's errors have caused her a financial loss, distress and inconvenience.

Mrs F is represented in this matter by her husband Mr F, but for simplicity I'll largely refer to all actions and representations as being those of Mrs F, except where I think it is helpful to differentiate.

Mr F has also made a very similar complaint against WP, but this is being dealt with separately by our Service. So for clarity, this decision is only in relation to Mrs F. But I'm sure Mrs F, Mr F and WP will understand that the similarities mean the decisions I'm giving on these will be similar.

What happened

- complaint point about WP's advice to invest pension monies in the Woodford Fund had been made too late under the time limit rules for our Service to be able to consider its merits.
- Her complaint point about WP's July 2017 advice on how to invest her transferred DB pension monies (excluding the Woodford Fund) had been brought in time but shouldn't be upheld, as WP had correctly assessed her ATR and recommended investments that were in line with it.
- WP hadn't treated Mrs F unfairly regarding the ongoing performance of her transferred DB pension monies. WP didn't choose and place these investments for Mrs F at its own discretion but rather made recommendations that Mrs F could accept or not. And WP had explained to Mrs F that performance wasn't guaranteed and that global and political events had widely affected investment returns from around 2022.
- WP hadn't consistently given Mrs F the level of customer service their Agreement would've led her to expect, so it should apologise to her for this.
- He'd not seen that WP had directly paid/received any fees or commissions to/from other firms in relation to advice Mrs F had received.

In the meantime, Firm J had failed in 2021 and Mrs F had made a claim to the Financial Services Compensation Scheme ('FSCS') about Firm J's 2017 DB transfer advice. In March 2025, the FSCS told Mrs F it thought Firm J's advice had been unsuitable but it wouldn't pay her any compensation for this as the FSCS calculated she'd not suffered any financial loss but rather had made a £40,343 gain.

WP accepted our Investigator's view of Mrs F's complaint but highlighted the volume of emails it used to receive from Mr F including on Mrs F's behalf; WP said it always tried to respond within 24 hours, but Mr F would at times send five or six emails a day and forty to fifty over the next month. WP said it may have missed small points occasionally, though not performance requests Mr F made.

Mrs F didn't agree with our Investigator and provided further comments. These included in summary that:

- The Investigator hadn't considered her complaint properly or addressed all her grievances, and had favoured WP. Mrs F was the complainant here, and WP hadn't acted as it should under the Consumer Duty.
- WP had been selective and misleading in the information it provided to us, to cast itself in a favourable light. It hadn't provided everything our Investigator had asked for, and our Investigator hadn't asked for everything he should have. So our Service shouldn't yet make any decision on this complaint.
- WP shouldn't be able to say it didn't consent to us considering her complaint if we thought it had been brought too late. And there were many times our Service had still looked at complaints brought too late.
- She'd raised concerns with WP about the Woodford Fund from June 2019 but didn't get a full or satisfactory resolution or a plan to mitigate her losses. WP should have advised her to complain at that time. And she'd complained in time anyway, because she'd done so within six years of still investing in the Woodford Fund, and within six years of being told about her Woodford Fund losses in June 2019. And she'd started a complaint with WP on 23 August 2023 when she told it she intended to complain about many issues, including the Woodford Fund.
- WP was also responsible for the unsuitable DB transfer advice she'd been given. Because Firm J and WP worked together, and WP had initiated her contact with Firm J. Because Firm J's unsuitable DB transfer advice cast doubt on WP's competence in recommending Firm J. And because she'd not planned to transfer her DB pension until WP itself recommended she did so verbally and in writing; without the validation of WP's email saying "*you should proceed with the transfers*", she wouldn't have transferred her DB pension just on Firm J's advice.
- WP had guaranteed the performance of the transferred DB monies, as it told her she'd achieve 5% above inflation on them.
- Our Service should further analyse the individual performance of her investment and pension portfolios, accounting for inflation and fees, as WP was trying to mask poor performance. Wider events did impact returns, but WP should have taken action to minimise her losses.
- WP hadn't provided the level of service promised in their Agreement, in particular '*maximising the investment returns in accordance with your objectives*', '*ensuring that products remain suitable*', '*Benchmarking*', and '*Unlimited telephone and email access*'. WP's service had been unprofessional but we'd given it the benefit of the doubt. WP was the expert but failed her at a critical time when Mr F was approaching retirement.
- We shouldn't take WP's word that it didn't receive, or pay, fees or commission to other firms regarding the Woodford Fund.
- WP hadn't yet apologised to her as the Investigator had said it should, but this wasn't enough to put things right anyway. Mrs F set out how she wanted WP to put things right instead, including compensating her for her financial loss and distress, and reimbursing the fees she'd paid it.

Ultimately, agreement couldn't be reached and so this complaint was passed to me for a decision.

After I reviewed all the comments and evidence provided by both parties, I contacted them to informally share my thoughts on one particular point, because I had reached a different conclusion on this to the Investigator who'd previously looked into it. I explained to both parties that I thought Mrs F's complaint point about being advised to transfer out of her DB

scheme had been brought too late under the relevant time limit rules for our Service to have the power to consider its merits. And that even if I thought it had been brought in time and so was something our Service *could* consider, I'd think we *shouldn't* consider it given that DISP 3.3 set out when we may find that a complaint should be dismissed without consideration of the merits of the complaint, and that the subject matter of Mrs F's complaint point that she was given unsuitable advice to transfer her DB pension had already been considered by a comparable dispute resolution scheme in the form of the FSCS.

Despite being provided with the opportunity, WP didn't provide any response.

Mrs F said I'd only addressed one of her complaint points and highlighted the others set out in the spreadsheet previously provided to us. These were that:

- our Investigator hadn't properly investigated or addressed her complaint;
- WP gave her unsuitable DB transfer advice;
- WP's advice to invest in the Woodford Fund was unsuitable;
- WP may have given or received incentive payments from other firms for her to transfer her DB pension and invest in the Woodford Fund;
- we should review WP's management of her portfolio and account between 2017 and 2023.

Regarding the particular thoughts I'd informally shared, Mrs F's comments were in summary that she didn't agree her complaint about the DB transfer advice had been brought too late but she accepted my view that it was. She said I'd acknowledged the FSCS had ruled Firm J gave her unsuitable DB transfer advice, so that by default meant WP also gave her unsuitable DB transfer advice so I should at least write to WP to tell it this.

I'm now in a position to make my decision.

What I've decided – and why

Firstly, I thank both parties for their patience whilst this complaint has been with our Service. I also want to acknowledge that both parties have provided our Service with a great deal of comments and evidence in relation to this complaint. I hope it is helpful for me to reassure them that I've carefully considered everything provided. However, my decision won't address every piece of evidence or point made. This is deliberate; I mean no courtesy but my decision will only address what I see to be relevant in deciding this complaint.

I acknowledge that in Mrs F's view, our Investigator didn't properly investigate or address her complaint. So I hope it's also helpful for me to clarify that my role here is to consider Mrs F's complaint impartially and entirely afresh. This means I have considered the complaint to reach my own conclusions about it. And it means I don't act for or represent either Mrs F or WP, and so I won't be conducting the detailed review of WP's entire management of Mrs F's portfolio and account between 2017 and 2023 that Mrs F wants. And while I know Mrs F believes that our Service does not have all the information necessary to investigating her complaint, I would like to explain that it is for me to decide what information I need in order to make my decision. And I'm satisfied I don't need any further information or evidence.

Jurisdiction – Mrs F's complaint points about being advised to invest her pension monies in the Woodford Fund and being advised to transfer out of her DB scheme

I do appreciate how strongly Mrs F feels that our Service should consider the merits of all the complaint points she's raised, and she suggests we could do so if we wanted to. But the Financial Ombudsman Service isn't free to consider every complaint brought to us. Our ability to consider complaints is set out in Chapter 2 (DISP 2) of the Regulator the Financial

Conduct Authority's ('FCA') Handbook of Rules and Guidance. I am bound by these rules and cannot disregard them.

DISP 2.8.2R sets out the relevant time limit rules; it says that, unless the business consents:

The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

(2) *more than:*

- (a) *six years after the event complained of; or (if later)*
- (b) *three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint;*
unless the complainant referred the complaint to the respondent or the Ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received;

unless:

(3) *in the view of the Ombudsman, the failure to comply with the time limits...was as a result of exceptional circumstances;*

...

(5) *the respondent has consented to the Ombudsman considering the complaint where the time limits in DISP 2.8.2 R... have expired*

Mrs F's complaint points include that WP's advice to invest her pension monies in the Woodford Fund was unsuitable. The evidence provided shows that WP advised Mrs F to invest her pension monies in the Woodford Fund in its six-monthly review report of 23 June 2017, in which it recommended she 'drip' a total of about £7,437 of her transferred DB monies into the Woodford Fund over twelve months. So the advice to invest her pension monies in the Woodford Fund that Mrs F complains of here – i.e. the event complained of – took place in June 2017.

Next, I need to think about when Mrs F complained to WP about its advice to invest her pension monies in the Woodford Fund. Mrs F says she raised concerns about the Woodford Fund to WP from June 2019 but didn't receive satisfactory answers, and she thinks WP should've advised her to complain at that time. It's clear from Mr F's 31 October 2019 email to WP that Mr F was aware that his pension had or may have suffered a loss by being invested in the Woodford Fund, as he says he'd made a 21% loss on it and thought he might lose a further 20%. Mr F and Mrs F are married and had both invested pension monies into the Woodford Fund on WP's advice, so I think it's more likely than not that Mr F would have shared with Mrs F the same sentiments he expressed in this email to WP. It's also clear from this email that Mr F held the Woodford Fund's operator responsible for his loss. However, it doesn't include any expression of dissatisfaction directed towards WP, so I don't think Mr F's email of 31 October 2019 constituted a complaint to WP on Mrs F's behalf about an act or omission by WP regarding its 2017 advice to invest her pension monies in the Woodford Fund.

Mrs F also says she started a complaint with WP on 23 August 2023 when Mr F told it they planned to make a complaint, including about the Woodford Fund. I've considered this email. Within it, Mr F says, "*I will be writing to you with a summary of my issues and concerns on how my portfolio has been managed in the last 5 years and of the account management in the last 18 months To that end, and in order to help manage the difficult position you have*

put us in, please could you provide the following by the end of August". Mr F then listed the information he wanted WP to provide. I think this email made clear that Mr F and Mrs F intended to complain to WP in future, but that they weren't doing so at that time because, importantly, they wanted further information from WP in order to inform the content of the future complaint.

Based on the evidence provided to me, I'm satisfied that Mrs F first complained to WP about its advice to invest her pension monies in the Woodford Fund on 4 October 2024. Since WP had provided this advice in 2017, I'm satisfied that Mrs F has brought this complaint point too late under the six-year part of the DISP time limit rules.

Therefore, I need to consider whether this complaint point has been brought in time under the three-year part of the rule. Under this, I must consider not only when Mrs F did become aware she had cause for complaint about WP's advice to invest her pension monies in the Woodford Fund, but also when she *ought reasonably* to have become aware of that.

Mrs F says she couldn't know to complain until the Woodford Fund proceedings had concluded and compensation figures were known. But the DISP time limit rules don't require Mrs F to be aware of every last factual detail or formal ground for her complaint or to have a high degree of certainty about relevant points, in order to have awareness of cause for complaint. They simply require her to have knowledge (actual or constructive) that there's a problem which has caused, or may cause, her a loss and that WP may have a responsibility for it.

As I say, the documentary evidence shows that by October 2019 Mr F was aware that his pension had or may have been caused a loss by being invested in the Woodford Fund, and that he likely discussed this with Mrs F given she was in a similar situation. Mr F and Mrs F may at that time have thought the Woodford Fund's operator was responsible for this loss, and then later thought the Woodford Fund's Authorised Corporate Director was responsible for it given what WP told Mr F in its email of 27 November 2020 about WP intending to register with a CMC taking action against that Director. But I don't think this meant Mrs F shouldn't have also thought about who else might also bear a responsibility for this loss. And in October 2019, Mrs F would have known that it was WP that had advised her to invest her pension monies in the Woodford Fund. So I think Mrs F ought reasonably to have been aware in October 2019 that WP may also have a responsibility for this loss.

Given all of this, I'm satisfied that by October 2019 Mrs F ought reasonably to have been aware she had cause for complaint against WP about the advice it had given her to invest her pension monies in the Woodford Fund. So this complaint point is out of time under the three-year part of the DISP time limit rules too.

WP hasn't consented to our Service considering this complaint point. Mrs F has questioned why WP is allowed to withhold such consent, but WP is entitled to do so if it chooses and our Service will in any case consider whether the complaint's been brought in time or not. And I think this complaint point has been brought too late under both the six-year and three-year parts of the DISP rules. Since WP hasn't consented, I could only consider the merits of this complaint point if I thought there were exceptional circumstances that had prevented Mrs F from bringing it within the DISP time limits. To illustrate, the example of exceptional circumstances given in the DISP rules is that of a consumer being 'incapacitated'.

Mrs F hasn't pointed to anything she considers to be exceptional circumstances, but she does say WP should've told her she could complain about its advice. So I've thought about this but there's no general requirement for businesses to invite consumers to complain. And I think it's reasonable to conclude that a person would know they could complain about something they weren't happy with and take their own steps towards doing so, without

waiting to be invited. So I don't think anything Mrs F has told us about amounts to exceptional circumstances, therefore I'm satisfied they don't apply here.

Given all this, I'm satisfied Mrs F's complaint point about the suitability of WP's advice to invest her pension monies in the Woodford Fund has been brought too late for our Service to be able to consider its merits.

For similar reasons, I think Mrs F's complaint point about WP giving her unsuitable advice to transfer her DB scheme benefits has also been brought too late for our Service to be able to consider its merits.

Mrs F first complained to WP about its role in the DB transfer advice on 6 September 2024. This is more than six years after that advice was given in 2017. And it is more than three years since I think Mrs F ought reasonably to have been aware she had cause to make this complaint against WP. I say that because Mr F's email of 31 October 2019 to WP not only makes clear that he was aware of a loss to his pension, but also says that "***I should have left my final salary, AVCs and shares in their previous form*** [bold is my emphasis]." So at that time, Mr F thought he shouldn't have transferred out of his DB schemes. And in bringing this complaint, Mrs F's argued that in 2017 she only went ahead with the DB transfers because WP had itself advised as well as validated Firm J's advice that she should transfer; that without WP's March 2017 email saying "*you should proceed with the transfers*", she wouldn't have done so only on the advice of Firm J.

As I say, Mr F and Mrs F are married. And I've seen that they acted in concert with regard to the 2017 DB transfer advice – they used the same advisers, were both recommended to transfer their DB pensions in the same 2017 report, and have made the same complaints. So, again, I think it's more likely than not that Mr F would have shared with Mrs F the same sentiments he expressed in his 31 October 2019 email to WP, and that this ought to have made Mrs F aware that she may have a similar problem with the DB transfer advice she was given in 2017. Given all this, I think Mrs F ought reasonably to have been aware in October 2019 that she had cause for complaint against WP about it advising her to transfer her DB pension.

As I've already explained above, WP hasn't consented to us considering Mrs F's complaint, and I'm satisfied exceptional circumstances don't apply in this case. Therefore, I think Mrs F's complaint point about WP also being responsible for the unsuitable DB transfer advice has also been brought too late for our Service to be able to consider its merits.

And even if I thought Mrs F's complaint point about the unsuitable DB transfer advice had been brought in time and so was one our Service *could* consider, I'd think it's one our Service *shouldn't* consider. That's because DISP 3.3 sets out the process for and instances when we may find that a complaint should be dismissed without consideration of the merits of the complaint. The current grounds for dismissal are set out at DISP 3.3.4A:

"The Ombudsman may dismiss a complaint referred to the Financial Ombudsman Service on or after 9 July 2015 without considering its merits if the Ombudsman considers that:

...
(5) dealing with such a type of complaint would otherwise seriously impair the effective operation of the Financial Ombudsman Service."

DISP 3.3.4B provides:

"Examples of a type of complaint that would otherwise seriously impair the effective operation of the Financial Ombudsman Service may include:

...

(2) where the subject matter of the complaint has already been dealt with by a comparable dispute resolution scheme..."

Mrs F's complaint point here is that the advice she was given in 2017 to transfer her DB pension was unsuitable. The firm I've been asked to consider this complaint point against is WP. This is different to the respondent firm that the FSCS considered this same complaint point against, which was Firm J. Nonetheless, the subject matter of the complaint is the same – that Mrs F was given unsuitable advice to transfer her DB pension. And the FSCS has already considered this advice and concluded that it was unsuitable, but the FSCS said it wouldn't compensate Mrs F for it because she'd not made a financial loss but rather had made a gain. So I don't think it would be appropriate for our Service to consider the merits of her complaint point about the suitability of the DB transfer advice she was given in 2017, because I think doing so in circumstances where that subject matter has already been considered by a comparable dispute resolution entity would otherwise seriously impair the effective operation of the Financial Ombudsman Service.

I know Mrs F says I've acknowledged that the FSCS ruled Firm J gave her unsuitable DB transfer advice, so by default this means WP also gave her unsuitable DB transfer advice and I should therefore at least write to WP to tell it this. Mrs F also thinks WP may have been incentivised by other firms so that it had a vested interest in her transferring her DB pension benefits and investing them in the Woodford Fund. But for the reasons I've explained, I don't have the power to consider Mrs F's complaint point about the DB transfer advice and her pension monies being invested in the Woodford Fund.

However, I think Mrs F's other complaint points about WP's management of her transferred DB pension monies and its customer service have been brought within the DISP time limit rules and so can be considered by our Service. And I've seen nothing to make me think our Service should dismiss these complaint points without consideration of their merits. And so I've gone on to consider their merits, which I'll now turn to.

The merits of Mrs F's other complaint points

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've also taken into account relevant law and regulations, Regulator's rules, guidance and standards and codes of practice, and what I consider to have been good industry practice at the time. This includes the Consumer Duty, the Principles for Businesses ('PRIN') and the Conduct of Business Sourcebook ('COBS').

WP's management of her transferred DB pension monies

Mrs F says WP hasn't managed her pension investments in line with their Agreement, has tried to mask the poor performance of her transferred DB pension monies against the 5% above inflation returns she says it guaranteed, and that it should've taken proactive action to minimise her losses. Mrs F has also referred to WP sending her templated reports weeks late.

In considering this complaint point, I've firstly thought about whether WP assessed Mrs F's ATR correctly. Amongst other evidence, I've been provided with copies of the six-monthly review reports WP prepared for Mrs F from June 2017 to July 2023. From these I see that from June 2017 to May 2019 it assessed her ATR as 6 on a scale from 1 to 10, or 'high medium'. I don't think that assessment was unreasonable given Mrs F's specific circumstances and her answers to WP's 'Risk Profiling Questionnaire'.

In December 2019 WP changed its assessment of her ATR to 5 on a scale of 1 to 10, or 'low medium', and this remained the case until WP's last six-monthly review report of July 2023. Again, I don't think that assessment was unreasonable at that time, given the review report recorded that, *"in our more recent meetings, you recompleted our RPQ and answered questions very differently to the one you completed previously. We discussed these at length, including your investment time horizon and acceptance of some volatility and came to the conclusion that you want to lower your risk profile to a level 5, or 'Low Medium'."*

Next, I've thought about whether the investments WP recommended that Mrs F invest her transferred DB monies into were in line with her ATRs at those times. And I think they were. WP's June 2017 report recommended she 'drip' the transferred monies into the 20 funds it then went on to list. These included the Woodford Fund, but for the reasons I've already explained, I'm not considering the advice WP gave Mrs F to invest her pension monies in the Woodford Fund. But I have considered the other funds listed here and when taken as an overall portfolio, I think they were in line with Mrs F's ATR of 'high medium' at that time.

Based on the review reports provided to me, I'm satisfied that WP then kept Mrs F's ATR and her pension investments under regular review, assessed whether the arrangements remained suitable for her, and provided six-monthly reports that fulfilled the expectations WP had set out to Mrs F in their Agreement and contained detailed information, albeit this may not have been in exactly the format Mrs F thought they should be. In particular, I can see that WP's review report of December 2019 made clear it was rebalancing her pension portfolio, especially in light of the change to her ATR. The report said, *"I am pleased to confirm that the majority of funds held within your portfolio continue to feature on our 'best of breed' funds list. However, I am recommending sales from the following funds to reduce your exposure to European equities as well as align your portfolios to the newly adopted risk profile. I have also recommended some funds are partially sold to reduce overweight positions in certain funds to add more diversification. I am also trying to keep fund weighting to a maximum of 7%"*.

I accept that in February 2017, WP used a net return of 5% after charges to illustrate to Mrs F what her transferred DB monies could be worth. But I've not seen that WP told Mrs F she was guaranteed to get this return, instead it said in the same email that returns cannot be guaranteed and could be higher or lower. Further, poor performance isn't in itself evidence that something has gone wrong. That a set of WP's pension investment recommendations has, in hindsight, not turned out as well as others might have, doesn't mean that WP acted incorrectly.

Mrs F accepts that global and political events unfortunately negatively impacted some of her pension investments, but she thinks WP should have been more proactive in order to minimise her losses. I should be clear here that it wasn't WP's role to choose and place investments on Mrs F's behalf at its own discretion, but rather to recommend pension investments to Mrs F. And it's important to remember that investing for a pension is a medium- to long-term activity and that it's only possible in hindsight to know what the optimum investment strategy would have been. Whereas I must consider Mrs F's complaint based on what WP did know and could have known at that time. I don't think it could have foreseen the global and political events referred to, and the nature of investing is that performance and value can and does fluctuate, and for many reasons.

Taking everything into account, I'm not persuaded that WP's advice to invest, and its management of, Mrs F's transferred DB pension monies (excluding the Woodford Fund) was unsuitable for Mrs F. So I'm not upholding this complaint point.

WP's customer service

Mrs F says WP's customer service was poor. Her examples include it coming to meetings with files rather than a laptop, her adviser not having access to providers' online portals, printing a spreadsheet rather than reviewing it onscreen, not always providing minutes of their meetings in good time and not responding to or not fully addressing all of the emails that it appears Mr F sent on her behalf. Regarding this, Mrs F has particularly pointed to the last eighteen months or so of their relationship.

I wasn't present for the meetings and discussions between Mrs F and WP, so I can't be sure how WP came to these. And I'm mindful that I've likely not been provided with documentary evidence of every single email or other contact between Mrs F (or Mr F on her behalf) and WP. However, I have been provided with a good amount of such documentary evidence and I'm satisfied I don't need any more in order to reach a fair and reasonable conclusion regarding the customer service WP provided to Mrs F.

I accept that the Agreement between Mrs F and WP set out what Mrs F could expect from WP, and that this *included "Unlimited telephone and email access to your adviser"*. Based on the evidence provided, it appears that the vast majority of Mrs F's ongoing ad hoc contact with WP was in fact carried out on her behalf by her husband Mr F. WP says its volume of contact from Mr F was very high. To illustrate, WP says he sent 111 emails in 2017 (the year of the DB transfer advice) and 135 in 2023 (the year WP ended their relationship). I know Mr F says many of these would have been reminders or corrections he needed to send WP. But I'm mindful that this is nonetheless a high volume of contact and the copies of emails I've seen suggest Mr F often emailed WP with a great deal of detail and asked it for detailed information, analysis and opinion in return.

I note WP itself says it sometimes missed small points, and some of what I've seen supports this. As an example, on 27 November 2020 WP apologised to Mr F as it accepted it hadn't updated a total column on a spreadsheet, which he'd brought to its attention. However, I've not seen evidence to persuade me that any such small lapses in WP's customer service, including bringing papers to meetings rather than a laptop or how it accessed provider data, caused Mrs F any material detriment or that they warrant an award of compensation.

For clarity, I've carefully considered Mrs F's submissions about how she'd like WP to put things right, including compensation for distress and lost potential earnings for the time spent on this complaint. But Mrs F hasn't provided any evidence of lost earnings and she has in any case brought this complaint in her personal capacity, not a professional capacity. And while WP may not have met Mrs F's own expectations, I think WP overall made reasonable efforts to respond to her contact and queries, and gave her a reasonable level of customer service. That said, I uphold this complaint in part due to the small lapses in customer service that WP accepts it made, which I've seen evidence to support. The evidence is that Mr F generally corresponded with WP on Mrs F's behalf, but it's likely Mr F was doing so with her knowledge and approval and so I think Mrs F herself would have been aware of what any such small lapses in WP's customer service. But, like our Investigator, I think WP giving Mrs F an apology for any such minor lapses of customer service is enough to put right any distress and inconvenience this would have caused her. Therefore WP should write in brief to Mrs F with such an apology.

Summary

I do appreciate that Mrs F wants our Service to uphold all of her complaint points, so I realise that this decision is unfortunately likely to come as a disappointment to her. But for the reasons I've explained, our Service does not have the power to consider her complaint points against WP regarding the 2017 DB transfer advice, or the 2017 advice to invest her pension monies in the Woodford Fund.

Our Service does have the power to consider the other complaints points about WP's management of her transferred DB pension monies and its customer service. And I'm satisfied our Service should consider these. Having done so, I'm partly upholding her complaint point about WP's customer service, and I'm satisfied that a fair and reasonable way to put that right in the circumstances is for WP to send Mrs F a brief written apology for any minor lapses of customer service.

My final decision

For the reasons set out above, our Service does not have the power to consider Mrs F's complaint points against West Park Investment Partnership Limited regarding the 2017 DB transfer advice and the 2017 advice to invest her pension monies in the Woodford Fund.

However, it is my decision that our Service can and should consider Mrs F's complaint points about West Park Investment Partnership Limited's management of her transferred DB pension monies and its customer service. And having considered these, my decision is that I partly uphold her complaint point about customer service and that West Park Investment Partnership Limited should put this right by sending Mrs F a brief written apology for any minor lapses in the customer service it provided her with.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 1 February 2026.

Ailsa Wiltshire
Ombudsman