

The complaint

Mr T complains that Independent Financial Services 4 You Ltd's ('IFS4Y') financial advice enabled him to make an unsuitable transfer of a defined benefit occupational pension scheme ('OPS') to a Qualifying Recognised Overseas Pension Scheme ('QROPS'). Mr T believes this has caused him to lose valuable pension benefits.

What happened

In 2016 Mr T held a UK based OPS from a period of employment that ended in 2003. At that time Mr T was living in Oman. The advice that led up to the transfer of this OPS involved the following entities:

- Firm P – an advice firm based in Dubai.
- Expat IFA – a UK based firm that were an appointed representative of IFS4Y. IFS4Y were responsible for the advice given by its appointed representative. For ease of reading, I will simply refer to IFS4Y in this decision.

Mr T was in contact with Firm P who were his financial advisers. In May 2016 Firm P gave Mr T a recommendation to transfer his OPS to a QROPS in order to improve on the benefits he could get in retirement.

It is worth noting at this point that the rules at the time did not allow the OPS administrators to transfer defined benefit pensions with a cash equivalent transfer value ('CETV') over £30,000, without confirmation that the member had received regulated financial advice. Firm P was not regulated to provide such advice. So the OPS administrators of Mr T's OPS would not have allowed the transfer without confirmation of advice from a properly regulated financial adviser, such as IFS4Y.

On 13 December 2016 IFS4Y produced a suitability report regarding the transfer of the OPS to a personal pension. IFS4Y's report recommended against a transfer. It says that it sent copies of that report to Firm P and to Mr T. Although the copy that it says was sent to Mr T was incorrectly addressed. Firm P also provided a separate single sheet of paper entitled 'Appropriate Independent Advice Statement' that was signed and dated 13 December 2016. This was intended to confirm to the OPS (who were named towards the top of the document) that it had provided the necessary regulated advice regarding Mr T's OPS.

A transfer request was made and on 23 January 2017 the OPS completed the transfer by sending a cash equivalent transfer value, around £138,000, to the QROPS which Firm P recommended.

Mr T complained to IFS4Y in July 2024. His complaint was that he didn't think that IFS4Y had provided him with suitable financial advice when considering the transfer of his OPS in 2016. IFS4Y responded to explain that it did not recommend that Mr T transfer his pension. And went on to explain that, regardless of that, it considered that his complaint had been made outside of the time limits that are set out in the dispute rules – DISP – that the Financial Conduct Authority set out in its Handbook.

I issued a decision in September 2025 to explain why our service has the jurisdiction to be able to investigate Mr T's complaint. Our investigator then looked into Mr T's complaint and explained why he was of the opinion that it should be upheld.

IFS4Y disagreed and obtained legal representation. That representative provided arguments that it wanted considered. I summarise those as follows:

- It challenged my finding on our jurisdiction to consider Mr T's complaint. It considered that the evidence that was being relied upon was incomplete. It suggested that further clarification was required on the information exchanges between Mr T and Firm P.
- It considered that references, that our investigator made, to section 9.2.1R and 9.2.2R of the Conduct of Business Sourcebook ('COBS') were incorrect, suggesting that transfers from defined benefit pension transfers was not included as a "*designated investment*" until 2018.
- It didn't agree that the case hinged on whether or not Mr T received IFS4Y's suitability report.
- It argued that Mr T was Firm P's client, reiterating that IFS4Y received no instructions or fee from Mr T.
- It suggested that IFS4Y had every right to entrust that Firm P would deliver its report to Mr T. If it failed to do so that is a breach of Firm P's duty to Mr T, not IFS4Y's.

It provided arguments that, even if it is accepted that Mr T did not receive IFS4Y's recommendation, then it didn't think that receiving the recommendation would have changed Mr T's mind regarding the transfer.

I then issued a provisional decision to both parties to reiterate that I still considered that our service has the jurisdiction to investigate Mr T's complaint, and explained the reasons why I thought Mr T's complaint should be upheld.

What I said in my provisional decision

Both parties are in possession of my jurisdiction decision and subsequent provisional decision so I will not repeat it here. Instead I will summarise the reasons why I said Mr T's complaint should be upheld:

- I set out what I considered to be the most relevant rules and regulations that were relevant to this case. This included the Principles for regulated Businesses, as well as rules within the Conduct of Business Sourcebook ('COBS') under section 19 and section 9.
- I explained why I considered that IFS4Y's role, as the party who were regulated to provide OPS transfer advice, meant that it had a responsibility to provide Mr T with that advice. And I did not think that it had. The fact that it had an agreement in place with Firm P did not allow IFS4Y to assume that Firm P would share its recommendation for it.
- I considered the suitability report that IFS4Y produced and explained why I considered that, whilst it didn't recommend a transfer, it lacked necessary evidence and comparisons to comply with COBS 19.
- I explained that it should have set out more clearly why a transfer was likely to leave Mr T worse off in retirement.

- I then addressed IFS4Y's argument that Mr T would have transferred regardless of whether he'd received its recommendation. I explained that the recommendation that it should have provided ought to have been more persuasive. And I didn't think that Mr T would have ignored such advice from a UK regulated financial adviser.

Responses to my provisional decision

Mr T accepted my provisional finding.

IFS4Y did not accept my finding and its legal representative made a further representation. I have considered it in full, and what I provide here is just a summary of the arguments that it raised.

- It repeated its request that our service obtain evidence about what happened between him and Firm P between August 2016 and January 2017. It considered that our service had not seen every piece of correspondence.
- It argued that Firm P was acting as agent for Mr T. Which it said meant that, if the suitability report was provided to Mr T's agent, that was sufficient to discharge IFS4Y's duties.
- It continued to press its argument that COBS 9 did not apply to this transfer because the definition of a designated investment did not include defined benefit OPS's.
- It reiterated its view that Mr T would still have transferred, even if the steps that my provisional decision suggested had been followed.

I separately responded to IFS4Y's latest submission to share correspondence that our service had with Mr T and his representative which confirmed that it had already provided us with all of the documentation that he has. And I offered further explanation on, what I see as, its surprising misunderstanding on the applicability of COBS 9 to the service that it was providing Mr T at the time. I have not received any further comment on these issues.

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 considered the full circumstances in this case my decision remains that Mr T's complaint should be upheld. To be clear, I am satisfied that we have made sufficient enquiries of Mr T to obtain his account and all documentary evidence that he possesses. I would point out that IFS4Y has had since July 2024, when it received Mr T's complaint, to make enquiries of Firm P if it considered that it had evidence that supported its case. And it has not done so.

Having made reasonable enquiries and allowed ample time for submissions, it falls to our service to make a decision. My decision will use the available evidence to determine the facts based on a balance of probability.

Why Mr T's complaint is something that our service is considering

IFS4Y have argued that Mr T made his complaint too late for our service to consider it. I considered this issue and gave my decision on that in September 2025. I have continued to consider the arguments made since that decision, but it has not persuaded me that Mr T's complaint should be time-barred. I do not intend to repeat my jurisdiction decision in full here as both parties have been provided with that. I confirm that the reasoning in that decision still applies and is why I am now giving a final decision on the merits of Mr T's complaint.

On jurisdiction, I will simply reiterate that I am still persuaded, given the evidence that I have seen, that Mr T was unaware of any involvement that IFS4Y had in his transfer from the time of the advice. I shared the evidence that persuaded me that Mr T did not, in fact, become aware of any involvement of IFS4Y in his transfer until June 2024.

Mr T ensures our service that he has shared all documentation he has from Firm P. And he has always been clear that he had not previously seen any advice from IFS4Y or been made aware in any way of its involvement in this transfer. Given that Firm P was recommending that Mr T transfer against the regulated advice from IFS4Y, then I do not find this hard to believe. The fact that Mr T has not provided any correspondence from Firm P that indicates IFS4Y's involvement does not persuade me that information has been withheld or that such evidence must therefore be missing. I think that it is more likely that such evidence does not exist. My determination is still that Mr T did not see IFS4Y's recommendation at any stage. I base this on the fact that IFS4Y failed to ensure that Mr T saw its recommendation (which I will elaborate on later) and on Mr T's account that Firm P didn't share it with him. I still find that testimony persuasive for the reasons I gave in my jurisdiction decision. In summary, a report from a regulated adviser telling him the complete opposite of the recommendation from Firm P is something that would likely stick in the mind. And I don't think he would then express such surprise in June 2024 if he was instead, just being reminded of that fact.

The rules, regulations and guidance that were relevant at the time of Mr T's transfer:

I need to take into consideration the regulation around pension transfers like Mr T's. The FCA Handbook contains 11 Principles for businesses, which it says are fundamental obligations that a firm must adhere to (these are set out in PRIN 1.1.2R). Of most relevance in this case are:

- Principle 2 – A firm must conduct its business with due skill, care and diligence.
- Principle 3 – A firm must take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems.
- Principle 6 – A firm must pay due regard to the interests of its customers and treat them fairly.
- Principle 7 – A firm must pay due regard to the information needs of its clients, and communicate to them in a way that is clear, fair and not misleading.

The Principles form a part of the regulatory framework that existed at the relevant time. IFS4Y had to comply with these Principles and I need to have regard to them in deciding a fair and reasonable outcome for Mr T's complaint. A customer or client is a person to whom IFS4Y provides a service in the course of carrying on a regulated activity. Here, that activity was advising on Mr T's pension transfer. So I am satisfied that Mr T was IFS4Y's client for the purposes of the advice that is complained about. This is irrespective of IFS4Y's agreement with Firm P.

Under COBS 19.1.6R IFS4Y had to start by assuming that the type of transfer in question was unsuitable for Mr T. And it should only consider it to be suitable if it could clearly demonstrate it was in Mr T's best interests.

Under COBS 19.1.2R, IFS4Y was required to comply with the following regarding the pension transfer analysis:

- (1) Compare the benefits likely to be paid under the ceding arrangement with the benefits afforded by the proposed arrangement.
- (2) Ensure that the comparison included enough information for Mr T to be able to make an informed decision.
- (3) Give Mr T a copy of that comparison.
- (4) Take reasonable steps to make sure that Mr T understood its comparison and advice.

Put simply, IFS4Y had to assess the benefits Mr T was likely to get from his OPS and compare that with likely benefits under the QROPS. And IFS4Y, as an adviser with the requisite permissions, had a responsibility to ensure Mr T understood that. That responsibility did not transfer to Firm P simply because IFS4Y chose to take direction from it and to not engage directly with Mr T.

COBS 2.1.1R required IFS4Y to act honestly, fairly and professionally in accordance with the best interests of its clients.

COBS 9 sets out the obligations on firms assessing suitability. It applies to a firm which "*makes a personal recommendation in relation to a designated investment*" (COBS 9.1.1R at the time in question). I note that IFS4Y's representative has said that this rule didn't apply in this case. But I disagree. I have addressed this in my provisional decision and in subsequent correspondence with IFS4Y's representative. *Designated investment* included *personal pension schemes*. And a *personal pension scheme* is "*a scheme or arrangement which is not an OPS or stakeholder pension ... capable of having effect so as to provide benefits in respect of people on retirement etc.*". This definition is provided in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001. In 2018 the FCA provided clarification in its perimeter guidance – PERG 12.2. In that it explained, "*although the definition does not expressly say so, it is the FCA's view, clear from the context in which the term is applied, that such a scheme will be one the sole or principal purpose of which is to provide benefits to members of the scheme upon reaching a pensionable age.... It will also include other types of pension schemes such as qualifying recognised overseas pension schemes (QROPS) that are not occupational schemes.*" Although this guidance was provided in 2018, it related to existing rules that were in place at the time of IFS4Y's advice.

IFS4Y were advising Mr T on the suitability of the QROPS for his pension transfer. And, as I explain above, the QROPS was a designated investment. So IFS4Y had to comply with the rules in COBS 9.

IFS4Y were giving a personal recommendation about the suitability of a transfer for Mr T. Mr T was the customer for the purposes of that recommendation. So IFS4Y had all the above responsibilities that came with providing that advice.

I would point out that I have seen the '*Expat IFA T&Cs*' document that IFS4Y has shared. Whilst it isn't signed or dated I understand that IFS4Y says that it would have been the terms of the agreement that it had with Firm P for the provision of pension advice for Mr T. I can see from the document that Expat IFA Ltd's intention was to "*provide assistance analysing the viability of transferring 'Safeguarded Benefit' pensions.*" And that the intention was that

would result in the production of an '*Appropriate Independent Advice Statement*' in accordance with The Pension Schemes Act 2015. It appears that the intention was always to provide its Appropriate Independent Advice (AIA) based on the information that Firm P shared with IFS4Y.

I take it from this that, from the outset, part of the agreement was for IFS4Y to provide the AIA Statement. And I have seen this statement, which is a signed declaration telling the OPS that IFS4Y had provided Mr T with the necessary regulated advice. This document meant that Mr T's OPS administrators would comply with a transfer request. It was a key document because it was not something that Firm P could provide. As an overseas advice firm that was not subject to FCA regulations, the OPS administrator would not have allowed the transfer on its advice alone.

The regulations that I refer to above were in place to provide safeguards for consumers with valuable defined benefit guarantees. IFS4Y ought to have understood this as it was the only party in this transfer that was properly regulated to advise on the suitability. I do not consider that the agreement that it entered into with Firm P did anything to remove the regulatory responsibilities that rested with IFS4Y. Put simply, it should have provided Mr T with its recommendation in full compliance with these rules.

Did IFS4Y meet its regulatory responsibilities in dealing with Mr T?

For similar reasons that our investigator has already set out, I don't think that IFS4Y fulfilled the requirements on it.

Mr T explains that he never received anything from IFS4Y. Given that testimony, and the fact that the copy of the suitability report that IFS4Y said was sent to Mr T was incorrectly addressed persuade me that Mr T never received IFS4Y's recommendation. In addition, there is no evidence that IFS4Y made any other contact with Mr T. Which appears to have been in accordance with its intended service that was agreed in its contract with Firm P.

I am, quite simply, concerned by the approach that IFS4Y took in this case. Not because it failed to make any direct contact with Mr T prior to making a recommendation. It had made the decision to trust the information that it was given by Firm P, which I understand. But it has showed us that its intention was to send a copy of the suitability report to Mr T, but that it sent it to the wrong address. It then failed to make any contact, by phone or email, to confirm that Mr T had received and understood its recommendation. It appears to have had little regard as to whether Mr T had either seen or understood its recommendation. And with hindsight on this issue, it still appears to consider that it shouldn't matter, because it believes it was Firm P's role to provide the recommendation.

The biggest issue that I have with what IFS4Y did here, is that it failed to ensure that Mr T received its recommendation, or the transfer analysis that he should have had. It was mandatory for him to receive that before his OPS administrator would allow the transfer. But the provision of a separate AIA certificate to Firm P meant that Firm P was able to convince the OPS administrator that Mr T had received that advice. When, on balance, I don't think he had. IFS4Y's approach here allowed the safeguards in place to be circumvented.

Referring here to what I said about COBS19.1.2R above, IFS4Y had a responsibility to take reasonable steps to ensure that Mr T understood its comparison and advice. But I think that could only be achieved by actually providing the information to Mr T and ensuring he received and understood it. IFS4Y is unable to evidence that it did this. I don't agree that it was enough to send a copy of that to Firm P.

I don't think that it is reasonable to argue that it isn't IFS4Y's fault if Firm P didn't share its

report. Firm P were not under the regulatory requirements that IFS4Y were. It means that IFS4Y, quite simply, didn't comply with the requirements on it under COBS 9 and COBS 19 (I've explained above). And this failure means that it didn't provide Mr T with suitable advice, irrespective of what it put in its suitability report.

I have considered IFS4Y's arguments that it could treat Firm P as Mr T's agent. But I remain unconvinced that was the case here. IFS4Y provide no evidence that it requested any evidence that Mr T had authorised Firm P to act on his behalf in that regard. And Firm P's relationship with Mr T was to provide him with its recommendation, not merely to act as his representative in obtaining advice from a third party.

Turning now to the content of the suitability report that IFS4Y prepared.

IFS4Y's recommendation was based upon a cash equivalent transfer value ('CETV') for the OPS around £138,500. IFS4Y quoted the critical yield – the investment growth required on the CETV to be able to match the OPS's guaranteed benefits following a transfer – as 5.5%. In relation to whether this was achievable for Mr T, it based its opinion on Firm P's assessment that Mr T had a medium attitude to risk. Whilst I am not certain of the rigour with which Firm P undertook that assessment, it was cited in Firm P's recommendation, which Mr T signed. So I accept that was, most likely, a reasonable starting point. IFS4Y's report referred to 10 year annualised returns up to the end of 2014 and the end of 2010. For a balanced risk portfolio it said that these were 6.2% and 3.2% respectively.

On this, IFS4Y said, *“even though the required rate of returns seems broadly achievable when compared against the average annualised returns for the “MEDIUM” category, the figures for 2010 show the impact that a sudden drop in value at a key point can have on the annualised return. On this basis it would seem that transferring your fund still has significant risks if you experience a market crash”*. Whilst this highlights a risk, I think it lacks sufficient clarity on whether or not Mr T is likely to be better or worse off following the transfer. I think that it should have been clearer for the following reasons.

The advice was given during the period when the Financial Ombudsman Service was publishing 'discount rates' on our website for use in loss assessments where a complaint about a past pension transfer was being upheld. Whilst businesses weren't required to refer to these rates when giving advice on pension transfers, I consider they provide a useful indication of what growth rates would have been considered reasonably achievable when the advice was given in this case.

Mr T was 43 at the time of the advice and had no plans to retire prior to age 65. The critical yield required to match the estimated benefits at age 65 (5.5%) compared with the discount rate of 4.5% per year to retirement age in this case.

For further comparison, the regulator's upper projection rate at the time was 8%, the middle projection rate 5%, and the lower projection rate 2%. The critical yield was therefore higher than the middle projection rate.

I've taken this into account, along with the composition of assets in the discount rate, Mr T's medium attitude to risk and also the term to retirement. I also think that there would be little point in Mr T giving up the guarantees available to him through his OPS only to achieve, at best, the same level of benefits outside the scheme. But here, given the quoted critical yield was 5.5%, I think Mr T was likely to receive benefits of a lower overall value than the OPS would provide at retirement, as a result of investing in line with that attitude to risk.

I accept that IFS4Y's suitability report didn't recommend a transfer. So, on the face of it, was in line with the FCA's presumption of unsuitability, in COBS 19.1.6R. But it lacked important

detail. For instance, it didn't set out the likely revalued benefits that Mr T could obtain at age 65 from the OPS. I appreciate that the transfer analysis provided that figure as being around £11,500 a year. I would again draw attention here to the requirement under COBS 19 that I summarised earlier. IFS4Y needed to provide a comparison of the OPS benefits with the likely benefits under the proposed arrangement. And its suitability report did not do this. It needed to provide that with enough information to enable Mr T to make an informed decision. Which it did not. So, quite aside from the fact that I don't think Mr T even saw IFS4Y's recommendation, it did not provide enough information to enable Mr T to make an informed decision even if he had.

IFS4Y's suitability report should have been more detailed, and provided key information. It needed to be clearer that the transferred pension was not likely to achieve the investment returns needed to even match the benefits he already had. It was highly likely that he would therefore be worse off in retirement. IFS4Y's actual conclusion was, "...a transfer is unlikely to result in increasing the value of your pension in retirement". I don't think this was clear enough.

If IFS4Y had provided a suitable recommendation, would it have made a difference?

What I am considering here is, irrespective of my finding regarding IFS4Y's errors, whether Mr T would have done anything different if IFS4Y had done what I think it should. That means not just considering what Mr T would have done if he'd received its suitability report. I need to also consider my above finding that the report should have included more compelling reasoning than it did.

I have, of course taken into account that Mr T had been dealing directly with Firm P. Firm P had given Mr T a recommendation in May 2016 to transfer his OPS to a QROPS. So Mr T was, by that stage, under the impression that transferring was advisable.

Mr T has provided a copy of Firm P's suitability report. Firm P's recommendation did not provide the type of transfer analysis that Mr T needed to have received to allow him to transfer his OPS. It provided an estimate of the potential income at age 65 of £8,654 a year. And it provided a comparison of the likely income that Mr T could get from the transferred pension (from age 65 based on Government Actuarial Department drawdown rates). It indicated that Mr T would have a significantly improved pension across the low, medium, or high illustrated growth rates. For low growth (3% a year) it indicated a maximum income of £12,203 could be taken. For a medium growth (5% a year) that increased to £20,093, and for higher growth (8% a year) that increased to £41,670.

This analysis in Firm P's recommendation missed the key information that Mr T should have had. It did however make the transfer appear to be overwhelmingly attractive. The report failed to include any explanation about the key differences between the guaranteed benefits he had and that he would be taking on all of the investment risk himself. In that respect, it was potentially flawed and misleading.

It is not clear whether IFS4Y understood that Firm P had already made that recommendation prior to being asked to provide it the AIA recommendation. But I think that, had it been fully engaged with Firm P and Mr T than it ought to have had an understanding of that. It would then have understood that, if it disagreed with Firm P's existing recommendation, it needed to provide its recommendation in a clear and persuasive way. It had a duty under principle 6 to pay due regard to the interests of Mr T and treat him fairly. In identifying a consumer who had been given advice that it considered to be unsuitable, it should have done something to communicate that.

For the above reasons I think that IFS4Y should have provided Mr T with its recommendation in a clearer and more persuasive way. It should have included information about the comparable likely benefits in the existing OPS with the proposed scheme. It should have ensured that Mr T received and understood its recommendation. If it had, Mr T would have been in possession of advice which he'd have understood was from an FCA regulated adviser. He would have understood key information about his OPS that he, more likely than not, didn't from the recommendation Firm P gave him. The transfer information would have appeared to starkly contradict the earlier recommendation that he'd already received from Firm P. Not just in the overall conclusion but in terms of the projected income figures. I am persuaded that this would have caused Mr T to have looked into this further.

IFS4Y's recommendation letter ended by telling Mr T that it was available to discuss the recommendation. If he had received the recommendation and been faced with such conflicting information, I think that he would, more likely than not, have contacted IFS4Y prior to doing something it was recommending against. He should have then been able to better understand the actual risks and why this transfer was not in his best interests. Faced with this scenario, I do not think, on a balance of probability, that Mr T would have gone ahead with the transfer.

Putting things right

For clarity, Mr T has not yet retired, and he has no plans to do so at present. So, compensation should be based on the scheme's normal retirement age of 65, as per the usual assumptions in the FCA's guidance.

This calculation should be carried out using the most recent financial assumptions in line with PS22/13 and DISP App 4. In accordance with the regulator's expectations, the calculation should be undertaken or submitted to an appropriate provider promptly following receipt of notification of Mr T's acceptance.

If the redress calculation demonstrates a loss, as explained in PS22/13 and set out in DISP App 4, Independent Financial Services 4 You Ltd should:

- calculate and offer Mr T redress as a cash lump sum payment,
- explain to Mr T before starting the redress calculation that:
 - redress will be calculated on the basis that it will be invested prudently (in line with the cautious investment return assumption used in the calculation), and
 - a straightforward way to invest the redress prudently is to use it to augment the current defined contribution pension
- offer to calculate how much of any redress Mr T receives could be used to augment the pension rather than receiving it all as a cash lump sum,
- if Mr T accepts Independent Financial Services 4 You Ltd's offer to calculate how much of the redress could be augmented, request the necessary information and not charge Mr T for the calculation, even if he ultimately decides not to have any of the redress augmented, and
- take a prudent approach when calculating how much redress could be augmented, given the inherent uncertainty around Mr T's end of year tax position.

Redress paid directly to Mr T as a cash lump sum in respect of a future loss includes

compensation in respect of benefits that would otherwise have provided a taxable income. So, in line with DISP App 4.3.31G(3), Independent Financial Services 4 You Ltd may make a notional deduction to allow for income tax that would otherwise have been paid. Mr T's likely income tax rate in retirement is presumed to be 20%. In line with DISP App 4.3.31G(1) this notional reduction may not be applied to any element of lost tax-free cash.

My final decision

For the above reasons I uphold Mr T's complaint and direct Independent Financial Services 4 You Ltd to compensate Mr T in the manner I've set out under 'Putting things right' above.

Where I uphold a complaint, I can award fair compensation of up to £195,000, plus any interest and/or costs that I consider are appropriate. Where I consider that fair compensation requires payment of an amount that might exceed £195,000, I may recommend that the business pays the balance.

Determination and money award: I require Independent Financial Services 4 You Ltd to pay Mr T the compensation amount as set out in the steps above, up to a maximum of £195,000.

Recommendation: If the compensation amount exceeds £195,000, I recommend that Independent Financial Services 4 You Ltd pays Mr T the balance.

If Mr T accepts my final decision, the money award is binding on Independent Financial Services 4 You Ltd. My recommendation is not binding on Independent Financial Services 4 You Ltd. Further, it's unlikely that Mr T can accept my decision and go to court to ask for the balance. Mr T may want to consider getting independent legal advice before deciding whether to accept this decision.

Independent Financial Services 4 You Ltd must pay the compensation within 28 days of the date on which we tell it Mr T accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If Independent Financial Services 4 You Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr T how much it's taken off. It should also give Mr T a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 February 2026

Gary Lane
Ombudsman