

The complaint

X complains that Evelyn Partners Investment Management Services Limited, trading as Bestinvest (Evelyn Partners) unfairly delayed the payment of benefits from X's Self Invested Personal Pension Plan (SIPP) through a combination of poor service and requesting unnecessary information that didn't exist. The delay caused X financial problems, and X wants compensation for the distress and inconvenience caused.

What happened

X wanted to access £5,000 tax-free cash (TFC) from their Bestinvest SIPP, which is administered by Evelyn Partners. X says they called it four times between 8 and 16 April 2025 over how to complete its "*Taking Your Benefits Instruction Form*" (the form) particularly around section 9 which asked for information about any previous pension benefits taken. Receiving a response by email on 16 April 2025, X then submitted the form, which Evelyn Partners says it received on 24 April 2025. It emailed X saying it needed more information about two pension plans X had accessed previously. X called it and said those pensions had been closed once benefits were taken, and X only had the amounts and payment date, as entered on the form. X says the call was concluded with Evelyn Partners to come back to X with specific details if this information was unacceptable.

X asked for an update on 1 May 2025, and again on 6 May 2025. Evelyn Partners then emailed X that day, again saying it needed accurate figures to proceed. It wanted the relevant dates, the amount of TFC paid, and the Lifetime Allowance (LTA) percentages used. X called to discuss this and later that day made a complaint. X said it had failed to return calls, and that X hadn't been provided with enough information about what X needed to do. X said two small pension plans had been taken the previous year, but no paperwork had been provided. X said they would be overseas for several weeks from the next day and Evelyn Partners still couldn't give a "*definitive answer*" on when the TFC would be paid.

Subsequently X obtained information about one of the plans and provided this on 6 June 2025. Evelyn Partners asked for information about the other plan on 9 June 2025, which was provided on 11 June 2025. The TFC was paid on 17 June 2025. X said the two plans previously accessed had been "*small pots*" of less than £10,000 and the information Evelyn Partners had wanted wasn't required. X said despite complaining, it still hadn't returned calls or explained what was happening. And when it didn't provide a final response to the complaint within eight weeks, X referred it to our service.

Evelyn Partners then issued a final response to the complaint, which it didn't accept. It said it had contacted X the day it received the form to query the details as this provided "*approximate figures for the tax-free cash taken from your other pensions*", which it couldn't accept "*for tax and regulatory reasons*" as exact figures were required. It said during the call of 24 April 2025 the call handler explained that approximate figures might not be acceptable and the "*expectation*" was that X would get accurate figures from the past providers. It said this was confirmed again on 6 May 2025, but approximate figures were submitted again on 7 May 2025, which were unacceptable. It said once X had provided the information it had processed the TFC request the same day and benefits were paid a few days later. It said it

appreciated this had been stressful for X, but it hadn't made any error and had provided clear information about what was required.

X disagreed and made several points. Including that the form hadn't requested information about tax-free cash, only about LTA and crystallisation figures, which X didn't have, and which weren't relevant to small pot encashments that had been made with two providers. X said the different rules applying to small pot encashments should have been apparent to Evelyn Partners staff when X spoke with them.

Our investigator now looked into the complaint, but he didn't uphold it.

Our investigator said it was the case that small pot lump sum withdrawals didn't count towards the LTA, but it wasn't clear from the information X had provided on the form that these were small pots, and it was reasonable that Evelyn Partners had sought clarification, given the legal and regulatory requirements on it. He said during a call it explained what was required. And once X had provided the necessary details, it had paid the TFC in a reasonable timeframe.

X didn't agree and said Evelyn Partners had sent "glib" emails asking for information X didn't have and effectively frozen access to X's money whilst doing so. And it had requested information which didn't exist given the small pot withdrawals were exempt from LTA considerations. X said it hadn't returned calls when promised and hadn't helped resolve things by repeatedly requesting the same, non-existent, information.

As X doesn't agree it has come to me to decide.

My provisional decision

I issued my provision decision on; 15 January 2026, I explained the reasons why I was planning to uphold the complaint, I said;

Pension providers do need to know details of previous pension benefits paid and what information is needed depends on when those benefits were accessed. The rules around this are complex and the possibility of small pot withdrawals complicates it further.

In sending its complaint file to our service Evelyn Partners summarised it's view of the complaint. It said the problem was due to X not providing the "correct details required" ..., despite us explaining this on multiple occasions". When I reviewed the file provided, I couldn't see any reference to the calls X had mentioned before returning the form to it between 8 and 16 April 2025. Evelyn Partners had emailed X on 15 April 2025 confirming a matter had been referred to the "SIPP team". This was followed by an email on 16 April 2025, confirming based on what X had said that the LTA amounts used were 5.58% and 2.98%, seemingly in respect of past withdrawals from the SIPP. So, I thought these calls might be relevant and asked Evelyn Partners for the recordings. But despite reminders these haven't been made available more than two months later. So, I've decided to issue this provisional decision now, based on the evidence that is available.

The evidence shows that X didn't complete the form correctly but also that X contacted Evelyn Partners for guidance about how to do so. At this stage I don't think this was clearly provided. Had it been, I think X's benefits could have been paid sooner than they were. Without these earlier call recordings, it isn't possible to say exactly what happened. But I think based on what was said during a subsequent call, Evelyn Partners should have been able to identify that X was referring to small pot withdrawals, and had it done so, the issue could have been resolved far earlier than it was.

Once X submitted the form Evelyn Partners asked X to call it to confirm the LTA figures for both pensions being the “crystallisation dates and percentages”, which is quite technical language. X did call, and Evelyn Partner’s records indicate this was on 24 April 2025, when it provided further details to its SIPP team. X explained the situation, as I think it’s likely X had already done so on the calls between 8 and 16 April 2025. X said that two “small” pensions had been taken, with the plans immediately closed down, but full information hadn’t been provided by the pension providers despite being requested at the time. X set out the figures received, which indicated the withdrawals were both below the £10,000 small pot limit. This is quite a lot of information that indicates the two withdrawals in question could have small pot withdrawals, meaning that the information being requested wouldn’t be required, if that could be confirmed. But the call handler didn’t pick up on this.

And on this call X also confirmed that contrary to what had been entered on the form, these two plans hadn’t been accessed after 6 April 2024, having been paid on 21 May and 24 June 2024. This is significant because it meant that even if the pensions weren’t small pots, different information was required, being only the amount of Lump Sum Allowance (LSA) used, which is broadly the amount of tax-free cash paid. But the call handler didn’t pick up on this important point, saying he would provide the figures and dates X had given, to see if these were acceptable and would call back if not. So, I think important issues were missed and X was given the expectation Evelyn Partners would call back if it needed more details. Hearing nothing, X called on 1 May 2025 and again on 6 May 2025 before then emailing a complaint about the delays. But despite internal messages on 1 May 2025 showing it now understood only the tax-free cash figures for the two pensions were required, it doesn’t appear Evelyn Partners contacted X about this until it emailed on 12 May 2025, by which time X was out of the country for several weeks, as had been advised.

Subsequently there seems to have been internal confusion about who would follow up with X about the outstanding information. And it wasn’t until the 6 June 2025 that the complaints department emailed X on behalf of the SIPP team asking for confirmation of “the exact amount and lifetime allowance % used”. This appears to be the first time a request for the full value (relevant information for the small pot limit) had been requested, but this still referred to the lifetime allowance percentage which wasn’t relevant. However, despite this further confusion, X was able to provide the full values of each plan and the tax-free cash sum paid as well as confirming these were both small pots. So, it does appear there were a number of errors and avoidable delays in getting to that point.

Whilst X was required to provide accurate information, Evelyn Partners were the expert here. X contacted it for assistance before completing the form. It maybe that the details X initially provided were incorrect, but opportunities to clarify exactly what was needed were missed. And Evelyn Partners continued to request LTA percentages long after it should have known these weren’t required. Once Evelyn Partners did have the information needed it was able to pay X’s benefits four working days later, which is a reasonable timeframe. So, even ignoring what might have been discussed on the calls between 8 and 16 April 2025, had matters been clarified to X by 1 May 2025, when X called for an update, the necessary information might have been obtained before X left the country and the TFC would have been paid much sooner.

Based on what did happen, had things been resolved properly after the call of 24 April 2025, I think it’s likely that X’s benefits would have been paid by 9 May 2025. This would have still left X needing to make some alternative financial arrangements, but would have significantly reduced the stress and inconvenience incurred, as X would have known payment was in hand.

Putting things right

I said my aim in awarding compensation is to put X back into the position X should have been in but for the errors made.

I said I thought X's TFC of £5,000 should have been paid on 9 May 2025. As this wasn't paid until 18 June 2025, X was deprived of the use of that money, and I thought Evelyn Partners should pay X interest at 8% per year simple for the period from 9 May to 18 June 2025, with interest to date.

I said X was inconvenienced by what happened and as the funds were needed to meet expenses, some distress was caused. So, I said Evelyn Partners should pay X £250 in compensation for that. And if it didn't pay this compensation within 28 days of our service telling it that X has accepted any final decision I may issue along these lines, it should add interest at 8% per year simple from the date of my decision to the date it makes settlement.

I asked both parties to send me any further information or comments they would like me to consider.

Response to provisional decision

X said they accepted my provisional decision and that they intended to make a further complaint to Evelyn Partners over subsequent delays in transferring the pension to another provider.

Evelyn Partners didn't respond to my provisional 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.

Having done so, I've decided to uphold the complaint.

As Evelyn partners hasn't provided any further evidence including the requested telephone calls that might clarify matters, I think it's reasonable for me to uphold the complaint as set out in my provisional decision. I think it caused unnecessary delays in getting X's benefits paid. X had contacted Evelyn Partners for help in completing the form at an early stage and was left with the understanding that it would advise if any further details were needed. I think it, as the expert, should have clarified matters sooner than it did. This would have significantly reduced the inconvenience and worry X was caused.

But for the errors made I think X's benefits would have been paid by 9 May 2025 rather than the 18 June 2025 and X has suffered losses as a consequence of being deprived of the use of that money. X was also caused distress and inconvenience by what happened and it's fair that X be compensated for that also.

Putting things right

My aim in awarding compensation is to put X back into the position X should have been in but for the errors made.

I think the of £5,000 should have been paid on 9 May 2025. It wasn't paid until 18 June 2025, so Evelyn Partners must pay X interest at 8% per year simple for the period from 9 May to 18 June 2025. Once it has calculated this sum it should add interest to it at 8% per year simple to the date it makes settlement.

Evelyn Partners must provide X with a simple calculation of how it worked out the figures.

I think X was inconvenienced by what happened and given the funds were needed to meet expenses, some distress was caused. So, it's also fair that Evelyn Partners compensate X for that, and I think the sum of £250 is fair in the circumstances. If Evelyn Partners doesn't pay this compensation within 28 days of our service telling it that X has accepted my final decision, it must add interest at 8% per year simple from the date of my decision to the date it makes settlement.

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

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint against Evelyn Partners Investment Management Services Limited.

I direct Evelyn Partners Investment Management Services Limited to calculate the compensation set out above and pay it to X.

I further direct Evelyn Partners Investment Management Services Limited to pay £250 in compensation for the distress and inconvenience X has been caused. If this compensation is not paid within 28 days of our service telling Evelyn Partners Investment Management Services Limited that X has accepted my final decision, it must add interest at 8% per year simple from the date of my decision to the date it make settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 2 March 2026.

Nigel Bracken
Ombudsman