

The complaint

Mr P's complaint is made against Wills & Trust Independent Financial Planning Limited (W&T), his financial adviser at the time. The complaint concerns delay in the transfer of his pension – his funds were held in cash for 29 days and so were out of the market for that period instead of the 4 or 5 days he'd been told by W&T to expect.

Mr P's complaint relates to the transfer of his SIPP with a provider I'll call Provider J to another provider who I'll refer to as Provider T. As well as the complaint about W&T, Mr P has also complained about Provider J as the transferring scheme and Provider T as the receiving scheme. Like the investigator, I've considered all three complaints and all the evidence provided together. But I'm issuing separate decisions for each of the three firms involved.

What happened

I issued a provisional decision on 7 January 2026. I've repeated what I said about the background and our investigation.

'The background to the transfer was that W&T's adviser would be moving to Provider T (who also offered advisory services). W&T would no longer be investment advice. Clients could move to Provider T. Mr P elected to move to T.'

I don't think there's any dispute about the timeline which applied to the transfer and which the investigator set out in his view. So I've adopted that here.

22 October 2023: Mr P started the transfer process through the link provided by Provider T.

23 October 2023: Provider T sent a transfer request to Provider J via Origo (an electronic transfer platform). On the same day, Provider J rejected this request as it had been for fully crystallised funds and told Provider T that the funds were held as mixed holdings.

24 October 2023: Provider T resubmitted the transfer request using the information it'd received from Provider J.

27 October 2023: Provider J responded to Provider T's request and queried whether it was requesting a transfer in order to pursue an investment pathway. Provider T responded to Provider J via Origo the same day.

3 November 2023: (five business days later) Provider J sent instructions to the Discretionary Fund Manager (DFM) to sell Mr P's investments and transfer the cash balance to the SIPP bank account and close the portfolio and provide closure confirmation when complete.

13 November 2023: Provider T chased Provider J for an update via Origo.

20 November 2023: Provider T chased Provider J for an update via email and Provider J confirmed that they were experiencing a delay with the investment manager.

On the same day, Provider J received the closure declaration from the DFM.

21 November 2023: Provider J received £819,380.16 into the SIPP bank account from the DFM. On the same day Mr P sent an email to his W&T adviser asking if he'd still receive his December 2023 income payment.

22 November 2023: W&T sent an email to Provider J saying Mr P still wanted to receive his December 2023 income payment.

27 November 2023: Provider J sent the December 2023 income payment to Mr P. It also sent a message to W&T's adviser that it would send the remaining funds to Provider T shortly.

1 December 2023: Provider J advised Provider T that Mr P's transfer was undergoing final checks.

4 December 2023: Provider J confirmed they'd made a payment of Mr P's funds to Provider T, however they were waiting for Mr P's P45 to generate before updating the funds as sent via Origo. Provider T has said that until the funds were updated as sent via Origo they were unable to apply the funds to Mr P's Provider T account.

On the same day, Provider J sent £815,885.86 to Provider T.

6 December 2023: Mr P's transfer was marked as sent by Provider J and Provider T was able to place trades.

12 December 2023: Mr P's trades settled and his funds were fully invested with Provider T.

In its final response letter W&T said it had caused a delay of three working days by asking Provider J to make an income payment to Mr P and failing to identify that might cause a delay. W&T then carried out a loss assessment in respect of the delay it'd identified which resulted in a loss of £4,679.93 and it offered to pay that amount to Mr P. He didn't accept the offer and referred the complaint to this service. When doing so he raised a further issue – he said that he'd now been made aware that W&T's adviser had received a payment of 8% of the value of the funds moved to Provider T. Mr P said, if he'd known about that, it would've impacted on the decision he took to transfer.

When the investigator considered the complaint he didn't think, despite what W&T had said, that W&T were responsible for any delay relating to the income payment. Nor had W&T caused any other delays and so he didn't uphold the complaint. He said he was unable to comment on the payment of 8% of the value of the funds moved to Provider T paid by Provider T to W&T's adviser. That payment hadn't come out of Mr P's fund and was a commercial agreement between the two businesses concerned.

In response to the investigator's view, Mr P reiterated that, if the 8% payment (about £65,000) had been disclosed, it would've impacted on his decision to move to Provider T. The investigator maintained he was unable to consider that issue as it wasn't a regulated activity. Mr P said, as an ombudsman's decision had been requested by the other two businesses involved (Provider J and Provider T), he was requesting a decision so that the circumstances could be reviewed collectively. Mr P remained of the view that the payment arrangement should've been disclosed to him as it impacted on the impartiality of information provided by W&T concerning Provider T's offer.'

I've summarised my provisional findings.

- Although I'd set out a timeline, W&T's involvement seemed to have been limited to contacting Provider J about Mr P's income payment. Like the investigator, and despite W&T having made an offer, I didn't think W&T was responsible for any delay that was caused. I understood how disappointing that would be for Mr P, given the offer made by W&T which he'd declined. But I had to consider what had happened impartially. If I didn't think W&T had done anything wrong, I couldn't make any award. I said W&T was acting in accordance with Mr P's instructions in asking the ceding provider, Provider J, to ensure that Mr P received his December 2023 income payment. How Provider J dealt with that request and its impact on the progress of the transfer was a matter for Provider J and outside W&T's control. I'd looked at what Provider J did in considering Mr P's complaint against that business.
- But I thought W&T could've dealt with things better in informing Mr P and managing his expectations. W&T should've realised that the income payment might impact on progressing the transfer and clarified with Provider J what would happen and informed Mr P accordingly. Although I didn't see that Mr P suffered any financial loss in consequence of anything that W&T did (or didn't do), he did suffer distress and inconvenience which would've been avoided had W&T taken steps to find out how Provider J would deal with the income payment request, what impact that would have on the transfer being progressed and fed that back to Mr P. I said a payment of £250 for distress and inconvenience would be appropriate.
- I noted that W&T had introduced Mr P to Provider T. He'd then responded to a direct offer from Provider T. That sort of switch will be on a non-advised basis – information is given but the consumer makes their own decision as to whether to take up the offer. That appeared to have been what happened here – Mr P hadn't said he'd been advised.
- However, he'd said he didn't get all the information he should've – the payment by Provider T to W&T's adviser should've been disclosed to him. That payment didn't come out of Mr P's fund, so he didn't suffer any financial loss. But he'd said it would've impacted on his decision to move to Provider T. The payment was made to Mr P's adviser in his new capacity for Provider T and so I'd considered it as part of Mr P's complaint about Provider T.

W&T accepted my provisional decision.

Mr P didn't agree that W&T had been acting on his instructions. Before the transfer process started, he'd been receiving his pension income on the 20th of each month. He'd been told he'd receive no income on 20 November 2023 and he confirmed he'd be able to live off his savings for that month. In his email of 21 November 2023 to W&T he'd asked for an assurance that the transfer would be completed in time for him to receive his pension income for December. W&T's response confirmed its expectation that the transfer would be completed in time for Provider T to arrange the income payment by 20 December 2023. Mr P said it was W&T's decision to request the income payment whilst the pension transfer was in progress and which caused unnecessary added delays.

I considered Mr P's comments. But my view was, even if Mr P's email wasn't an instruction for the December 2023 income payment to be made, W&T didn't act unreasonably by asking Provider J to ensure it was paid as it seems Mr P did want the payment. But W&T should've communicated with Mr P better.

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'm upholding the complaint in part for the reasons I set out in my provisional decision (which I've summarised above) and my further reasoning in response to Mr P's comments on my provisional decision.

In summary, I don't think W&T caused any delays but W&T could've done more to find out how Provider J would deal with the income payment and managed Mr P's expectations better. I've dealt with Mr P's concerns about the payment made to W&T's adviser as part of Mr P's complaint about Provider T.

My final decision

I'm upholding the complaint but only in part.

Wills & Trusts Independent Financial Planning Limited must pay Mr P £250 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 March 2026.

Lesley Stead
Ombudsman