

## **complaint**

The complaint concerns the service provided by @SIPP LIMITED (SL) when Ms B, Mr B1 and Mr B2 (the complainants) transferred the pension to another provider. It is submitted that problems with SL providing a lease, insisting on a lengthy contract, delays caused by a review of historic charges, arranging the discharge of an outstanding loan and having to deal with a new case handler at SL caused additional unnecessary expense. A solicitor working on the transfer had to spend extra time resolving the issues.

## **background**

I issued a provisional decision on 23 February 2018. A copy is attached and forms part of this final decision. I said that I did not intend to make any award over and above the offer of £210 made by SL.

I have not received any further submissions from SL, Ms B, Mr B1 or Mr B2 in response to the provisional decision.

## **my findings**

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

Bearing in mind that I have not received any further submissions, my final decision remains the same as set out in the provisional decision.

## **my final decision**

I believe that the offer of £210 from @SIPP LIMITED is a fair resolution to the complaint.

I therefore do not uphold the complaint or make any further award.

Ms B, Mr B1 and Mr B2 can contact @SIPP LIMITED if they wish to accept its offer or contact the investigator who can arrange payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B, Mr B1 and Mr B2 to accept or reject my decision before 21 May 2018.

David Bird  
**ombudsman**

## **copy provisional decision**

### **complaint**

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### **background**

A complaint was made to SL on the above basis. It upheld the complaint in part. It said that it would make a payment for one hour of the solicitor's time. However it did not uphold the other points of complaint.

It said that it was not responsible for the issues regarding the lease, the change of administrator did not cause delays and the historic charge issue and the loan issues were addressed in 2015.

The complaint was referred to this service. It was considered by an investigator. He did not believe that what SL had offered was unreasonable, especially considering that it was very difficult to see exactly what work was additional unnecessary work and what would be normal in a transfer of this nature.

### **my provisional findings**

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

There will usually be some issues that need to be resolved in fairly complex transfers of this nature and it would not be unusual for some matters to need extra work. So it is not the case that just because a transfer is not 'seamless' it means that someone should be responsible for any extra time taken and consequently pay redress. It is unfortunately sometimes the case that things do not proceed as smoothly as possible. So should issues need to be clarified or resolved it would not be fair to simply apportion that to SL. What would be necessary is for SL to have made some material or significant error that caused extra cost to be incurred.

Bearing that in mind, I have considered the evidence to decide whether SL should pay more than it has currently offered.

I would also note that SL has not supplied a great deal of information in relation to certain points of complaint that have been made. This may well be because it has not retained much in the way of records. And it has also not provided clear or understandable answers in relation to the 'historic charges' issue. But I have to reach a fair and reasonable finding based on the available evidence and the submissions that have been made. The fact that SL has not provided clear answers in some respects does not necessarily mean that the complaint will be upheld.

### **change in administrator**

It has been said that a change in administrator or 'case handler' has caused extra cost. SL has said a change did occur but this did not cause any delay. It is not unusual that on occasion different employees might need to deal with an issue. That could be expected. But in any event I have not currently seen evidence that this did cause a material unreasonable delay or error that led to extra costs being incurred.

### **lease and title issues**

I have considered what the solicitor has said about the extra charges he believes were incurred. A material part of the extra time appears to have been caused by title issues and lease issues.

SL has said the lease issues were caused by the nature of the original registration. It says that this was an issue for the original solicitors or an error at the registrars. The complainants indicate that the issues were caused because SL could not 'find' a fully signed copy. But that does not necessarily contradict SL's assertion that the issue with the lease was not an error of its making. In order to uphold a complaint I need to see evidence that SL made some error or acted incorrectly. I can only say that presently I have not seen evidence that SL caused material problems with the lease.

In respect of the title, the solicitor referred to receiving an instruction on 2 September 2015 which had no property title number. He says that time spent to resolve this issue was 20 to 30 minutes. It seems to me that this could have been resolved by the method eventually used – which was simply contacting SL for the title number. That would have taken very little time and I do not think this caused material cost or was a material error that would warrant an award.

### **loan issues and historic charges**

In terms of the loan, from what I can see SL upheld a complaint about this issue in 2015, saying that the administration did not follow procedure and this caused continuing payments to be made to the loan which should not have been. It is this matter that caused SL to reduce its fees by £950.

There is no mention on the solicitor's email of the loan issue or loan payments continuing. This does not appear to have been an issue for which he charged in 2017. This issue was included on the recent complaint but it has been said that the reduction in fees SL offered in 2015 for the loan issues is 'unrelated'. It seems to me that what the solicitor is charging for now are issues, in the main, with the lease and title. So the £950 offer is not offsetting the issues discussed now (and should not be taken into account) – but conversely that means the loan issues have been addressed previously and no further award is necessary.

A complaint has been made about 'historic charges' but it is unclear what these are and neither party has been able to clarify exactly what this relates to. SL says it addressed these in its complaint response of 2015 but I cannot see that these have been referred to at all. I have tried to clarify this with SL but it is unable to provide any explanation or proper reasons why it believes this issue was addressed in 2015.

Having said that I have not seen sufficient evidence as to what charges are being referred to or whether they are related to (or in fact are) the loan payments which were addressed in 2015. So I cannot make a finding about this issue. It would seem in any event that this is not an issue for which the solicitor charged for – those charges being the subject of this complaint.

So currently I am not considering making any award in relation to these loan and charge issues.

### **contract length**

SL upheld this part of the complaint saying that this change of contract would have caused some extra time to be spent. It offered £210 to resolve that issue – being one hour of the solicitor's time.

In the solicitor's email he said that he spent two hours drafting one transfer agreement but then spent another hour drafting a shorter one because he felt the original was too long. This latest version appears to have been acceptable to the various parties involved. It does not seem reasonable to apportion two hours of that time to SL if what was necessary was only the shorter document. That could have been drafted originally. So a payment for one hour seems reasonable, not the three hours that seems to have been claimed for.

I have noted that the solicitor has said that the time in submitting information about his charges equates to a sum of £437 + VAT. It is not clear whether he is saying that he would like that reimbursed and it seems the complainants will not be paying that in any event. But, in any event, I do not believe that information about how the charges were made up, in order to further the complaint, are fairly attributable to SL. That is especially bearing in mind that, as discussed, most of the charges are not attributable to SL.

**my provisional decision**

Currently, based on the evidence available to me, I do not intend to make any award over and above the £210 SL has offered.

David Bird  
**ombudsman**