



<u>Decision Ref:</u>	2022-0227
<u>Sector:</u>	Investment
<u>Product / Service:</u>	Personal Pension Plan
<u>Conduct(s) complained of:</u>	Mis-selling (pensions) Fees & charges applied Failure to provide accurate investment information Misrepresentation (pensions)
<u>Outcome:</u>	Partially upheld

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complaint concerns a Qualified Recognised Overseas Pension Scheme (QROPS) recommended to the Complainant, a UK resident, by the Provider in **July 2014**, acting in its capacity as ‘Broker’. A QROPS is a pension product which allows for the transfer of pension entitlements from the UK to Ireland without tax consequences in many circumstances. The Complainant’s pension benefits were previously held in personal pension plans before the transfer of his benefits to the QROPS arrangement. The Trustee of the scheme was originally **[H]** until this role was taken over by **[TM]**. The life company provides investment services and the trust scheme is a self-administered arrangement.

The Complainant’s Case

The Complainant states that the Provider recommended a pension product which he believes was *“unsuitable at the outset and continues to be so”*. The Complainant further states that he had two personal pension plans which totalled **£72,690.66** and which were transferred in **January 2015** to an offshore arrangement and then invested into a combination of investment funds and loan notes. The Complainant contends that the initial recommendation made by the Provider was an investment in a blend of **[P]** and **[J]** funds with a view to bringing down the risk of the overall portfolio, but the Complainant believes that this was *“riskier than I had agreed to”*. The Complainant says that the Provider maintains that *“we did not offer, pertain to offer whole of market advice”* but that its Terms of Business state that the Provider is an independent broker, which *“suggests to me at least some level of independence and access to whole of market”*.

The Complainant says that contained in the Annuity Service Provider (ASP) statement, was a declaration that UK pension holders must buy *“an annuity or ASP”* which the Complainant

believes is false as ASPs were only available up until **6th April 2011**, which was before this recommendation. The Complainant further asserts that this misleading information gave him an incorrect summary of the options available to him under his existing arrangements and within the UK pensions system.

The Complainant submits that he is an inexperienced investor and it is stated in the recommendation report that he was classed as Risk Group 3, which said that he thinks of risk as *“uncertainty”* and was prepared to take a *“small to medium degree of risk”*. The Complainant further submits that moving his pension offshore to access such *“complex, unquoted and non-mainstream investments has never been or never will be suitable for me”* at the outset or even at the present day with the current portfolio consisting of direct shares and sector specific exchange traded funds, all of which are high risk.

The Complainant states that with regard to the recommendation report dated **15th July 2014** which he obtained from the Provider it was noted that:

- He had no savings which does not seem to have been taken into consideration at any point. The Complainant states that having no savings *“shows a reliance on my pension and therefore a reduced capacity for loss”* which was not covered or considered by the Provider in the report;
- There was no reference to his pension contributions that he was making as an active member of his personal pension plans which resulted in an incorrect quotation of a shortfall in his pension fund;
- There was no reference to his future entitlement of a state pension which would reduce any shortfall considerably. The Complainant says that the misleading shortfall was then used to *“lead me to believe that I should take unreasonably high returns on my existing pension fund”*.

The Complainant contends that the Provider has acted with discretionary powers in terms of the investments and moved his funds into some different shares without his prior agreement. The Complainant further contends that he has *“struggled”* to obtain information from the Provider in relation to annual statements or clear information with regard to his investments and therefore he is *“unsure why you have been charging me at all”*.

The Complainant states that he has been subjected to considerable charges and fees for which he has been unable to find evidence of prior notification and that these charges were high and unnecessary, considering the unsuitability of the recommended arrangement. The Complainant further states that he would incur penalties if *“transferring to another scheme provider”* which he deems unreasonable; he says that he was informed that he could not transfer away from the plan until the loan note matured, which would be *“approximately 2020”*.

The Complainant states that on **8th June 2019** and as a result of a review of his situation he wrote a letter of complaint to the Provider which was acknowledged on **14th June 2019** but that he subsequently experienced delays in obtaining a response to his complaint. The Complainant further stated in his correspondence with this office dated **27th August 2020**

that the European Property Company has now filed for bankruptcy, rendering his Loan Note worthless, and that *“my anxiety about my future financial situation has increased markedly”*.

The Provider’s Case

In its Final Response Letter dated **5th August 2019** the Provider states that it did not propose to offer whole of market advice and that it had a restricted offering of a QROPS which invested in a European Property Company to a maximum of 50% of investable funds and a combination of a **[P]** Equity Fund with the balance to a **[J]** Bond Fund. The Provider further contended that the issues of *“specific”* suitability were not relevant as it was not providing a whole of market analysis.

The Provider states that it is not a requirement to move or plan to move abroad, to use a QROPS pension scheme and that self-invested personal pensions (SIPPs) and QROPS *“are regulated pension schemes in the UK or the EU and therefore there is no disclosure reason that the Complainant could not avail of same”*.

The Provider submits that it used a comprehensive risk assessment which was one of the most available in the worldwide market. The Provider further submits that there was no information given in relation to the Complainant’s current pension scheme and therefore this was not taken into consideration. The Provider contends that the Complainant provided a signed fact find which confirmed that the information gathered was accurate. The Provider further contends that its statement on the state benefit pointed out that *“it was not taken into consideration and that if you are entitled to it in full or part, then it would reduce your need for further contributions or a higher return”*.

The Provider asserts that a risk profile is a guide to what a client is typically comfortable with, with regard to volatility, but that a client can choose to invest outside of that typical profile. The Provider further asserts that the risks associated with loan notes were contained in the documentation provided to the Complainant which explained both the nature and risks of the property investment specific risks.

The Provider states that the **[P]** fund closed returning cash to the Complainant’s scheme. The Provider states that **[H]** then wrote to the Complainant with a recommendation to move the liquid funds to a portfolio managed by a **[W]** (a Discretionary Fund Manager (DFM)). The Provider further states that the Complainant’s consent to make this switch was sought by **[H]** before they invested with **[W]**.

The Provider submits that it does not have an ongoing service arrangement with the Complainant and that the ongoing fees are being charged by the life company, the Trustee(s) **[TM]** and previously by **[H]** and **[W]** as the DFM. The Provider further submits that the charges for this type of scheme are not excessive and that specific charges were detailed in the document provided to the Complainant. The Provider attests that there are no specific charges on the Loan Note, unlike the funds’ options.

/Cont’d...

The Provider further said in August 2019, that in relation to moving away from the current scheme and the applicable fees/penalties, that this was something that could be discussed with the Complainant further, as they “*may be avoidable*”.

The Provider submitted that it was available to provide any assistance with the scheme or that of the investments. The Provider further said that [TM] were responsible for sending the annual statements and if the Complainant had not been receiving them, that the Provider could assist in rectifying this issue.

The Provider said that it had offered to talk to the Complainant regarding his scheme and his options and it was happy to do so in the future, should the Complainant wish to discuss any points raised or options available regarding transferring his funds back to the UK.

The Complaint for Adjudication

The complaint is that the Provider provided below par customer service, advice, communication and complaint handling in relation to the Complainant’s investment in an offshore pension arrangement , including that it:

- Recommended an unsuitable pension product to a lower risk inexperienced investor which incorporated unnecessary risk and charges, and also failed to assess ongoing suitability
- Misguided the Complainant through the advice process to believe that alternative investments might actually be “*less risky*” rather than the Investment funds of mainstream fund managers
- Failed to address his complaint in accordance with the Customer Protection Code 2012 as amended

The Complainant wants the Provider to pay him compensation of **£72,690.66**, the amount transferred to the offshore arrangement, and to be able to transfer back to a suitable pension product without incurring any associated penalties.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider’s response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision, I have carefully considered the evidence and submissions put forward by the parties to the complaint.

/Cont’d...

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on **13 June 2022**, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter. In the absence of additional submissions from the parties, within the period permitted, the final determination of this office is set out below.

I note the following timeline demonstrating a complaint made to the Provider, five years after the investment made:

- **15th July 2014:** Pension Review Report issued by the Provider to the Complainant
- **8th June 2019:** Complaint received by the Provider
- **14th June 2019:** Complaint acknowledged by the Provider
- **5th August 2019:** Final Response Letter issues from the Provider to the Complainant

Evidence

(i) Pension Review Report dated 15th July 2014

In the "Summary Letter" signed by the Complainant on **13 August 2014**, which accompanied this report, the Provider advised that the QROPS was "*a suitable product for you*" and when listing "some useful aspects of a QROPS" stated, amongst other things that:-

"It does not stipulate an annuity or ASP purchase. UK pension holders must buy an annuity or alternative secured pension (ASP) when they reach 75 years old or face an 82% tax charge on their fund. A QROPS does away with the annuity/ASP requirement".

Following the list of the Complainant's financial and personal information, the Provider stated its recommendation as follows:

"...From the details you have provided us with, you may need to increase your annual contribution to provide yourself with the lifestyle you want in retirement.

However, I also recommend that you check on your entitlement to a state pension and the age you will start to receive the benefit. I presume you will have an entitlement to a state pension and provided that is still available when you retire and that it's still at current levels it may cover your shortfall"

(ii) Final Response Letter dated 5th August 2019

Notable extracts from the Provider's Final Response Letter are set out below:

"For context, we did not offer pertain to offer whole of market advice.

We used [Name] risk assessment. It's one of the most comprehensive available in the worldwide market. No information on your current scheme was provided to us therefore it was not taken into consideration. You provided us with a signed factfind which confirmed the information we gathered was accurate. Our statement on the state benefit, points out that it was not taken into consideration and that if you are entitled to it in full or part, then it would reduce your need for further contributions or a higher return.

As previously mentioned, the scheme is a self-administered arrangement. We did not offer a wide range of investment choices. A risk profile is a guide to what a client is typically comfortable with in regards to volatility, however, a client can choose to invest outside of that typical profile.

"Along with the two warnings that you mentioned, we dedicated 5 pages to risks associated with the Loan Note specifically. Those risks associated with the Loan Note investment are described in pages 14-19 of the documentation provided to you, which explains both the nature and risks of Alternative Investments and [D] specific risks."

The Complainant asserts that in 2014, he was a lower risk inexperienced investor, but he was recommended an unsuitable pension product which incorporated unnecessary risk and charges, and also failed to assess his ongoing suitability. The Complainant further submits that moving his pension offshore to access such *"complex, unquoted and non-mainstream investments has never been or never will be suitable for me"* at the outset or even at the present day with the current portfolio consisting of direct shares and sector specific exchange traded funds, all of which are high risk.

This is disputed by the Provider, which contends that the Complainant's then current Defined Benefit scheme and the option to move his fund to a Defined Contribution scheme was considered and discussed. It notes that in its Pension Review Report from 2014 that the reason for seeking to maintain the benefits in the Complainant's then current scheme, were that the benefits were guaranteed, whereas in respect of a Defined Contribution scheme, the rules *"do not promise any specific level of retirement benefit or investment performance, as there is no guarantee on what the accumulated contributions will have grown to by retirement age"*.

/Cont'd...

I am satisfied that the Complainant was put on notice by the Pension Review Report of the fact that he was being advised to move from a scheme with guaranteed benefits, to a scheme with a greater associated risk, and no such guarantee.

The Complaint asserts that the Annuity Service Provider (ASP) statement he received stated a requirement that UK pension holders must buy “*an annuity or ASP*”. It appears that the reference to which the Complainant is referring is that found in the summary letter accompanying the Pension Review Report. The relevant excerpt is set out under ‘Evidence’ above.

The Complainant believes this statement to be false and he says that ASPs were only available until **6th April 2011** which was prior to this recommendation. The Complainant further asserts that this misleading information gave him an incorrect summary of the options available to him under his existing arrangements and within the UK pensions system.

The Provider states in its submissions, that this statement was “*not provided as a specific reason why he should proceed with the transfer. We had all our information in the document checked for accuracy and we believe all information contained in it is accurate.*”.

It is apparent to me that this statement was included as one of six identified “*useful aspects*” of the type of scheme being recommended to the Complainant. Although each of these six benefits is written in a personal tone, e.g. “*It allows you to build a fund in a tax efficient manner*” (emphasis added), it remains clear that these scheme features are general in their tone and are not identified by reference to the Complainant’s specific circumstances.

It must be noted however that the Complainant is correct in his identification of the outdated nature of this particular scheme benefit listed by the Provider. Prior to **April 2011**, individuals in the UK with tax-relieved pension savings were required to secure an income by age 75. ASPs or Alternatively Secured Pensions existed for people reaching age 75 with objections to mortality pooling, but these were subject to strict income withdrawal limits and tax charges of up to 82%. In practice, annuitisation by age 75 was effectively compulsory for all pension savers. This requirement to purchase an annuity by age 75 was removed by the UK Government in April 2011. The above statement was however included in the Provider’s advices to the Complainant in **July 2014**.

Although I am satisfied that the statement was given as a general useful aspect of a QROPS, it is apparent that this was the only scheme identified as a suitable product for the Complainant and a key benefit of the scheme identified by the Provider, was incorrect. The Provider’s statement preceding the list of the six scheme benefits should also be noted: “*Whilst there are many choices of pension structure, I believe a QROPS is a suitable product for you and can be useful as your needs may change in the future. Some useful aspects of a QROPS include...*” I am satisfied therefore that it was reasonable for the Complainant to have relied on the veracity of the summary letter contents in choosing to invest in such a scheme. The prospect of facing an 82% tax charge is severe in nature and would have encouraged many persons to consider an alternative option proffered.

/Cont’d...

The Complainant asserts that the Provider failed to deal with his complaint in accordance with the Customer Protection Code 2012 as amended, referencing delays in receiving a response to his complaint. It is noted from the chronology set out above, that the complaint was sent to the Provider on **8th June 2019** and acknowledged on **14th June 2019**. A Final Response Letter was issued on **5th August 2019**.

The Provider submits that it is satisfied that it discharged its obligations under the relevant General Principles of the Consumer Protection Code 2012 as amended ("*the Code*"). In respect of General Principle 2.1 which requires that all regulated entities in their dealings with customers act "*honestly, fairly and professionally in the best interests of its customers and the integrity of the market*", the Provider submits that "*we acted professionally when dealing with this client – we conducted the required fact-finding exercise and issued the client with the required reasons why letter / pension report*".

In respect of the Provider's obligation pursuant to General Principle 2.2 to act with "*due skill, care and diligence in the best interests of its customers*", the Provider submits that "*we believed our recommendation was in the best interest of our client and [the Pension Review Report] clearly shows how the product suited the client's needs*".

In respect of the Provider's obligation pursuant to General Principle 2.3 to "*not recklessly, negligently or deliberately mislead a customer as to the real or perceived advantages or disadvantages of any product or service;*", the Provider submits that it "*did not mislead the client to the advantages/disadvantages of the recommend products – detailed information was issued to the client in our pension report*". I am not however satisfied that the Provider discharged this obligation. It is apparent, as set out above, that one of the benefits identified by the Provider in respect of the QROPS was outdated and incorrect. The benefit in question was that the scheme "*did not stipulate an annuity or ASP purchase. UK pension holders must buy an annuity or alternative secured pension (ASP) when they reach 75 years old or face an 82% tax charge on their fund. A QROPS does away with the annuity/ASP requirement*".

This requirement has in fact already been "*done away with*", since 2011, three years prior to the Provider's writing this report. I take the view that this would understandably have impacted the Complainant's decision to accept the recommendation of moving to the QROPS and I am satisfied that the Provider was incorrect and misleading in the preparation of this aspect of its report. I believe that it was unreasonable for the Provider to include such details when advising the Complainant, and I take the view that the Provider's conduct in that regard was unjust and unreasonable within the meaning of **Section 60(2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

In respect of the Provider's obligation pursuant to General Principle 2.5 to seek "*from its customers information relevant to the product or service requested*", the Provider submits that it "*completed a factfinding exercise with the complainant and this was included [in the Pension Review Report]*". I have considered the information requested and provided as part of this exercise and am satisfied that the Provider sought a considerable volume of personal and financial information from the Complainant, to adequately analyse the Complainant's suitability to its investment offerings.

/Cont'd...

In respect of the Provider's obligations under Section 5 of the Code which set out minimum standards in terms of assessing a consumer's suitability for a product of service, the Complainant contends that its Pension Review Report demonstrates that it recorded the client's details as required, making reference to the risk profile completed. It is noted from a consideration of the Pension Review Report that it sets out the Provider's basis for recommending the particular product, to the Complainant's needs. The personal and financial information obtained from the Complainant is listed, including his earnings, outgoings and marital status. This analysis appears comprehensive, and it is clear to the reader that the resultant recommendation is based on the information supplied. This section of the report is evidently the 'factfinding' document the Provider refers to. Furthermore, the Complainant's signature as to the veracity of the information provided by him, was required before progressing any investment. By signing the document, I am satisfied that the Complainant demonstrated that he had read and understood the information provided to him.

The Complainant has noted that he informed the Provider by way of information included in the Pension Review Report that he did not have savings. It is submitted by the Complainant that this matter was not taken into account, in the Provider's recommendations. The Provider has set out in its submissions and Final Response Letter that it based its recommendations on the information provided, and if information had been provided by the Complainant that would have indicated that a recommendation should not have been given, the Risk Profile test carried out on the Provider's software would have indicated this as the appropriate course of action. The Provider also notes that "*There is no requirement for a client to have savings plans in place prior to having a pension plan*".

The Complainant submits that the Provider's Pension Review Report failed to make reference to the pension contributions that he was making as an active member of his occupational pension, which he contends has resulted in an incorrect quotation of a shortfall in his pension fund. The Complainant further asserts that the report failed to make reference to his future entitlement to a state pension which would considerably reduce any shortfall. The Provider's attitude to this assertion is that the Complainant's pension contributions were taken into account, and that the shortfall in question was the reason the particular product offered to the Complainant, was suggested in the first place. I am mindful that although the Provider's written conclusion to its recommendation in the report is brief, it specifically identifies the shortfall and does in fact recommend that the Complainant investigate the possibility of availing of a state pension. This is set out in full above, under the heading '**Evidence**'.

A general characteristic of the present complaint is that the Complainant's contention that he was misled into agreeing to unnecessary risk in respect of the investments recommended to him. It must be noted that the Pension Review Report that was signed by the Complainant makes repeated reference to the risk the Complainant was undertaking by accepting the recommendation of the Provider. The Complainant notes in his submissions that the Provider identified him as someone who thinks of "*risk*" as "*uncertainty*" and is prepared to take a small to medium degree of risk with their financial purposes.

/Cont'd...

It is important to note that this is a description of the typical person in 'Risk Group 3', which is a category of persons used in the risk software which the Provider says it operated in 2014, when assessing the products suited to the Complainant. It appears to me that the Complainant was categorised in this manner based on the information furnished to the Provider as part of its 'questionnaire'. I note in that regard that in the Provider's letter to the Complainant dated 15 July 2014, the Provider told the Complainant that *"if any element of this report is inaccurate, please let us know and I will correct it immediately."* It does not appear that the Complainant is challenging the accuracy of information relied on by the Provider, but rather the level of emphasis he says was placed by the Provider on some aspects of his financial information, rather than others.

It is disappointing that in replying to this investigation of the Complainant's complaint, the Provider has failed to supply any of the details concerning its risk profile assessment. It is clear from the documentation that the Provider categorised the Complainant as Risk Group 3, but it is entirely unclear as to how many groups, Group 3 was selected from or what the attributes were of the other potential risk groups which might have been chosen. Ultimately however, I note that Risk Group 3, described in the documentation indicates a person who is prepared *"to take a small to medium degree of risk"*.

It is therefore unclear as to how, as suggested by the documentation, the Complainant *"expressed an interest in an alternative investment – [Named]"*. The documentation from the Provider at that time includes an explanation of what constitutes an *"Alternative Investment"* being an asset class other than stocks, bonds or cash and being described as a *"loose"* term including tangible assets such as precious metals, art, wine, antiques, coins, stamps and some financial assets such as commodities, private equity, distress securities, hedge funds, carbon credits venture capital, film production and financial derivatives.

I note indeed, as pointed out by the Complainant that the Provider's advice at that time was that *"alternative investments are sometimes used as a tool to reduce overall investment risk through diversification"* but this is followed in the documentation by a number of identified *"characteristics"*, which identify difficulty in determining the value of such assets and the possibility that they may be relatively illiquid.

Whilst I am conscious that the documentation in question did not identify such alternative investments as carrying a high level of risk, and indeed it rather suggested that *"sometimes"* such investments can be used as a tool to reduce overall risk by diversification, nevertheless, I am conscious that the documentation urged the reader to use caution and then advised that *"you should do your own research into any investment proposal if you are not intimately knowledgeable about the opportunity."*

The information shared by the Provider with the Complainant at that time identified a particular investment opportunity which included the fact that the investment producer in question would *"take great care to only share the investment opportunity with those who accept that they have the ability to absorb the risks associated with the investment"*. In addition, further details advised that *"investors should be aware that they will be required to bear the financial risks of the investment."*

/Cont'd...

In addition, I note three pages containing details of “**RISK FACTORS**” identified regarding this product, commencing with an opening paragraph which advised as follows: -

“An investment in Loan Notes involves a high degree of risk. Accordingly, Prospective Investors should consider carefully all of the information set out in this document and the risks attaching to an investment in the company, including, in particular, the risks described below, prior to making any investment decision. The information below does not purport to be an exhaustive list or summary of the risks which the company may encounter and is not set out in any particular order of priority. Investors should carefully consider whether an investment in the company is suitable for them in the light of the information in this document and the financial resources available to them.”

[My underlining for emphasis]

I am also conscious that the risks which were listed concluded with a paragraph to advise that: -

“Prospective Investors should be aware that the value of the Loan Notes could go down as well as up and investors may therefore not recover their original investment especially as there is no market in the Loan Notes.”

In all of those circumstances, if, in 2014, the Complainant considered himself to be a person who would only accept investments carrying a low to medium risk, it remains entirely unclear as to why he elected to proceed with an investment of this nature. In my opinion, therefore, the Complainant bears a large proportion of responsibility for deciding to move his pension investment in this way. I take the view however, that in addition to the Provider’s error in identifying a potential benefit of the investment (as the opportunity to obviate the need for an annuity or ASP purchase) the documentation before me is inadequate to explain why the Provider, having identified the Complainant as a person falling within Risk Group 3, then introduced this high-risk investment opportunity to him. Although the documentation records that the Complainant expressed an interest in an alternative investment, this is not borne out by any further contemporaneous details in the documentation from 2014.

In all of those circumstances, I take the view that the Provider has a case to answer to the Complainant in introducing this high-risk investment to him in 2014, contrary to the identified risk profile. In my opinion, the Provider’s conduct in that regard was unreasonable and unjust within the meaning of **Section 60(2)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

Having considered the matter at length, I take the view that it is appropriate to partially uphold this complaint. I am conscious that the Complainant was clearly placed on notice that he was moving his pension funds from a guaranteed product, to one which was offering no such guarantee and carried significant levels of risk. That said, I am not satisfied with the Provider’s documentation, and I do not accept that it has adequately explained why, in 2014, this high risk product was introduced to the Complainant, as potentially suitable, when he had been classified as a person prepared to take a “*small to medium degree of risk*”.

/Cont’d...

In all of those circumstances and noting the warnings which were clearly set out to the Complainant, to mark my decision in this matter, I consider it appropriate to direct the Provider to make a compensatory payment to the Complainant, as specified below, in order to conclude.

Conclusion

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is partially upheld, on the grounds prescribed in **Section 60(2)(b)**.
- Pursuant to **Section 60(4)(d) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of **Stg£20,000**, to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider. I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.
- The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



MARYROSE MCGOVERN
Financial Services and Pensions Ombudsman (Acting)

5 July 2022

PUBLICATION

Complaints about the conduct of financial service providers

Pursuant to **Section 62** of the **Financial Services and Pensions Ombudsman Act 2017**, the Financial Services and Pensions Ombudsman will **publish legally binding decisions** in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

/Cont'd...

- (i) a complainant shall not be identified by name, address or otherwise,
- (ii) a provider shall not be identified by name or address,
- and
- (b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.

Complaints about the conduct of pension providers

Pursuant to *Section 62* of the *Financial Services and Pensions Ombudsman Act 2017*, the Financial Services and Pensions Ombudsman will **publish case studies** in relation to complaints concerning pension providers in such a manner that—

- (a) ensures that—
 - (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,
 - and
- (b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.