

The complaint

Miss M complains that Tailored Financial Planning Limited (TFP) delayed processing her defined benefit (DB) pension transfer. She says that because of TFP's delays, the transfer value, that she was originally offered, was then reduced in value by £116,774.

Miss M would now like TFP to recompense her for the reduced transfer value and the lost investment growth on those monies that she believes are attributable to their delays.

What happened

In March 2022, Miss M had a meeting with TFP, to discuss moving her deferred, DB scheme and small money purchase pension to her existing self-invested personal pension (SIPP). After a number of further follow-up interactions, on 31 May 2022, Miss M committed to proceeding with the DB transfer and signed the paperwork to move that pension. TFP then submitted what they thought was all of the necessary paperwork to the third-party DB pension administrator on 13 June 2022, ahead of the transfer value expiring on 24 June 2022. The next day, after submitting the paperwork, TFP telephoned the DB administrator to check to ensure that they had everything that they needed to process the transfer.

The following month, TFP discovered that the DB administrator required an 'advice confirmation' letter that hadn't been submitted with the other paperwork on 13 June 2022. The DB administrator claimed, therefore, that as all of their requirements hadn't been met, the cash equivalent transfer value (CETV) that Miss M had been offered, would need to be recalculated. Following the recalculation, the CETV that Miss M was then offered to move her DB pension reduced from £481,963 to £365,189, giving Miss M £116,774 less than she originally thought that she'd receive.

Despite the lower than anticipated transfer value, Miss M decided to still proceed with the transfer and several months later, her DB monies were moved to her existing SIPP. Unhappy with the reduced transfer value, Miss M decided to formally complain to TFP. In summary, she said that she was upset that the error had resulted in her receiving a much lower transfer value and so she asked TFP to put things right for her.

After reviewing Miss M's complaint, TFP concluded that they were satisfied that they'd done nothing wrong. They also said, in summary, they felt that given they'd submitted the transfer paperwork to the DB administrator prior to the CETV expiry date and that they had also telephoned them the following day to check that everything had been received, they felt that the DB administrator should be held accountable for the reduction.

Miss M was unhappy with TFP's response, so she referred her complaint to this service. In summary, she explained that she didn't think it was reasonable that she should suffer a loss of £116,774, when as far as she was concerned, the fault lay elsewhere.

The complaint was then considered by one of our Investigators. She concluded that TFP hadn't treated Miss M fairly and had they submitted the 'advice confirmation' letter with the

original paperwork on 13 June 2022, the mistake would have been avoided. In addition, she also felt that, given the telephone call TFP had with the DB administrator was cut off mid-discussion, that should've prompted TFP to call them back.

TFP, however, disagreed with our Investigator's findings. In summary, they explained that:

- They felt that the DB administrators' requirements were unclear – they said that the need for an 'advice confirmation' letter wasn't set out as clearly as it could've been.
- They also felt that, as they'd spoken to the DB administrator the day after the paperwork had been submitted, it was the third-party administrator that should be held accountable for the reduced transfer value.
- Miss M had signed a disclosure accepting that TFP couldn't be held responsible for any delays that may occur during the process. TFP explained that, given she'd signed the disclosure, it absolved them of the blame.

Our Investigator was not persuaded to change her view as she didn't believe that TFP had presented any new arguments that she'd not already considered or responded to. TFP then asked the Investigator to pass the case to an Ombudsman to review that outcome.

After carefully considering the complaint, I issued a provisional decision on this case as I explained that, whilst I was minded to agree with the Investigator's initial view, I wanted to add wider context as to why the complaint should be upheld. And, I also wanted to refine how TFP should put things right for Miss M to make the redress approach clear for both parties.

What I said in my provisional decision:

The purpose of my decision isn't to address every single point raised. My role is to consider the evidence presented by Miss M and TFP, in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm upholding Miss M's complaint and it's largely for the same reasons as our Investigator. I'll explain why below.

I can understand Miss M's concern at seeing the second transfer value that she was offered decrease. In complex transfers such as that of a DB scheme, there are several parties that need to be involved in the process, but it's important for me to say that this decision focuses solely on the actions of TFP, whom this complaint is against.

Allied to this, I should also explain that I have not reviewed the appropriateness of TFP's advice to transfer Miss M's DB scheme as that is not a concern she has raised in her complaint to this service.

I've looked closely at the timeline of events in this case. As the events are not disputed by either party, I don't intend to repeat that timeline here, rather I've focused on the key dates that I feel are particularly relevant. After undertaking their analysis of Miss M's circumstances and completing an abridged advice appointment, TFP reached a conclusion that a transfer was likely to be in her best interests. On 26 April 2022, Miss M accessed TFP's online portal and accepted TFP's abridged advice, but it wasn't until a month later, on 26 May 2022, that TFP then issued a suitability report to her, setting out their recommendations – so it seems to me that this element of the process could have been shortened.

Miss M was then invited to attend a face-to-face appointment with TFP on 31 May 2022. At that meeting, the transfer paperwork was completed, which Miss M then signed. TFP then waited nearly two weeks before submitting the paperwork to the DB administrator on 13 June 2022 and I think that this fortnight delay was a mistake on TFP's part. As I've already explained, though, TFP failed to enclose the 'advice confirmation' letter with that paperwork. That meant the DB administrators was unable to process the transfer.

I think, had TFP not waited a month before providing Miss M with the suitability letter and then delayed submitting her completed paperwork to the DB administrator by nearly two weeks, it would have opened up a greater window of opportunity for the missing letter to be identified before the CETV expired. Instead, by sending the transfer paperwork on 13 June 2022, it only gave themselves and the DB administrator nine working days to identify and resolve any issues before the CETV expired. As such, I think that both sets of those delays played a contributing factor in why the error wasn't spotted sooner.

In addition, after telephoning the DB administrator on 14 June 2022, the next time TFP contacted them again wasn't until 45 days later, on 28 July 2022. That was the day after Miss M had contacted TFP to query with them why she'd not heard anything back about the transfer, so it seems that it was her email that prompted TFP to contact the DB administrator, to understand why the transfer hadn't yet taken place. I think that after submitting the transfer papers on 13 June 2022 and having not received any written confirmation on the progress of the application after several weeks, that should have put TFP on a path of discovery that something might be wrong with the transfer request. After uploading the transfer paperwork, the DB administrator didn't then issue any further communications to TFP, but TFP then waited over six weeks before following up with the DB administrator to understand why. As a reminder, my findings focus purely on TFP rather than the actions of the DB administrator, but I think it's more likely than not that, had TFP managed the application more closely, the error would've come to light in the days between the phone call and the expiry of the CETV and that could have made a difference in getting the transfer through on time.

TFP have said that the DB administrator's requirement for an 'advice confirmation' letter at outset was vague and not clearly communicated to them - but I don't agree. The expectation for financial advice firms to submit an 'advice confirmation' letter, which is sometimes called an article 53E letter or section 48 declaration, has long been a requirement of pension trustees. That letter is designed to ensure that consumers have taken professional advice from a suitably qualified pension specialist prior to transferring their DB benefits. In addition, the letter provides the requisite disclosures from the adviser that pension trustees must receive prior to releasing the transfer monies. Given that TFP hold DB transfer advice permissions with the regulator, and by their own admission have transferred many other occupational schemes previously, this requirement shouldn't have come as a surprise to them.

I've looked at the paperwork that the DB administrator provided to Miss M and TFP in their letter of 24 March 2022. It states that, where the transfer is in excess of £30,000, Miss M would need to take advice from a FCA registered adviser. It went on to say: 'So that we can check that this requirement has been met we will need a copy of the written confirmation provided to you that confirms advice has been provided, in line with the regulations. The confirmation should be addressed to you, be on the adviser's headed paper and be signed by the adviser.' It then went on to explain what must be included in the letter.

Whilst the letter was addressed to Miss M, TFP received the full retirement pack, which set out those requirements. The sponsoring scheme employer has also confirmed that all of the transfer documentation was provided directly to TFP so that they had sight of all the paperwork. The main header letter was, in my view, clear that the contents of the pack were

for TFP's attention. And, as Miss M was paying TFP to provide the transfer advice, it was their responsibility to act in line with the Regulator's Principles, keep her informed and act in line with what Miss M would reasonably expect – or tell her if that's not possible. The end result of this is that the business, reasonably, could have and should have done more to secure the transfer in this particular case. And, having looked at the paperwork that the DB administrator sent, it seems to me that their requirements were clearly set out and also went on to warn that, without all of the necessary forms, they'd be 'unable to proceed with the transfer without this information'. That, in turn, would mean that the IFA would be running the risk of placing the consumer in a position where the CETV would expire, and consequently having to request a new transfer value from the trustees that could be lower than the original.

TFP state that, given they telephoned the DB administrator the following day (14 June 2022) to check that all of the necessary paperwork had been uploaded, demonstrates that they acted diligently with Miss M's transfer. In addition, TFP say that given they were told by the DB administrator that they'd received everything for Miss M, their responsibilities had been discharged. After reviewing the transcript from TFP's telephone discussion of 14 June 2022 with the DB administrator, I don't agree and that's because, despite what TFP say, I'm not persuaded that they received a definitive confirmation from the DB administrator that everything had been received. I've noted the relevant section from TFP's discussion with the DB administrator below, when they asked them if everything had been received for Miss M's transfer:

- DB administrator – 'I can see some documentation that was uploaded yesterday to {name of DB administrator}. Let's check this. Right, I think that should be fine, but I'm gonna go and double check this with our admin team just now, just so I can confirm that to you.'
- TFP – 'okay, thank you.'
- DB administrator – 'it looks alright from our side, but I'll just double check that for you.'

The call then ended, and I've seen no evidence that either TFP or the DB administrator telephoned back. Arguably, the DB administrator may well have, upon checking, found that the advice confirmation letter was absent from the file and could have called back, but as I've already explained, this complaint is about the actions of TFP.

I don't think that call was as conclusive as TFP may believe. Whilst on the face of it, TFP were told it should be 'fine' and everything looked 'alright', the DB administrator explained twice that they still needed to check with the relevant team. The call then ended but TFP failed to call the DB administrator back, or follow up that discussion with an email or further telephone call at a later date. This is important because it was their responsibility of ensuring that the DB administrator had everything they needed. But all they had was the DB administrator's first impression that everything was in place, along with a clear indication that this wasn't the last word on the matter and that the paperwork still needed to be checked. I'm satisfied that TFP should have done more to confirm with the administrators what the situation really was. And I think it's more likely than not that, had they called the DB administrator back, the mistake would have come to light.

So, given the significant consequences of missing the CETV expiration date, I would've expected TFP to seek definitive assurance from the DB administrator, that confirmed to them beyond any doubt, that all of the necessary paperwork had been received to secure the promised transfer value.

From what I've seen, the issues of getting Miss M's transfer completed seem to have occurred within the later stages of the consumer journey. And, whilst delays towards the end of the process are still a reasonable possibility, they have more of an impact than delays earlier on in the process, when hold ups don't matter as much. I think it's important to view the delays in that context because a week's delay earlier in the process (when Miss M was on holiday) isn't necessarily a critical factor in the scheme of things, whereas the same delay at the end of the process can be critical.

In their correspondence with this service, TFP stated that 'it isn't our responsibility to meet the external administrator's requirements to secure the transfer value' – however, I believe that it was their responsibility to give sound, timely advice, and it's also their responsibility to act with skill, care and diligence and to pay due regard to their customers' interests (which is the FCA's PRIN 2 rule). So, TFP had to give advice in good time (which I don't think it did), and thereafter the consumer reasonably would have expected TFP to act promptly in order to secure the transfer. But TFP delayed things by sending the transfer paperwork late and when they did so, there was an important document missing and they didn't follow up their discussion with the DB administrator after their ambiguous telephone call or thereafter. Also, by their own admission, the business knew the deadlines and the fact that the advice to transfer was predicated to a certain extent on the CETV, so TFP should have known that they couldn't delay things. Miss M agreed to pay TFP an initial advice fee of £6,800 to facilitate the transfer – as long as TFP submitted all of the documents that the scheme administrator asked of it and prior to 24 June 2022, the CETV offered to Miss M was guaranteed. And given that TFP were acting as Miss M's agent, they had a duty of care to ensure that all of the relevant documents were submitted on time and to the standard set out – and importantly, they've already conceded that they didn't.

In addition, I've also thought about TFP's view that, as Miss M had signed a disclosure accepting that they couldn't be held responsible for any delays that may occur during the process, she'd therefore absolved TFP of any blame for a decrease in the CETV. I don't think it's as simple as that though and that's because the Regulator has clearly set out in COBS 2.1.2R, that a firm must not seek to exclude or restrict; or rely on any exclusion or restriction of any duty or liability it may have to the client under the regulatory system. So, that means TFP couldn't limit their obligation to act with due care, skill diligence and treat the consumer fairly under PRIN 2 and PRIN 6 by asking Miss M to sign that disclaimer. Whilst TFP is well within its rights to warn consumers that they might miss their CETV deadline and that they can't guarantee anything, that caveat doesn't mean that they aren't required to abide by the Regulator's Principles. So, whilst TFP can't be held liable for the delays of others, they were responsible for the consumer journey and, as I've already explained, I'm of the view that the reduced CETV is a direct consequence of TFP's failure to submit an advice confirmation letter to the DB administrator.

The list below is not a comprehensive list of the rules and regulations which applied at the time of TFP's advice to Miss M but provides useful context for my assessment of TFP's actions here:

PRIN 2: A firm must conduct its business with due skill, care and diligence.

PRIN 6: A firm must pay due regard to the interests of its customers and treat them fairly.

COBS 2.1.1R: A firm must act honestly, fairly and professionally in accordance with the best interests of its client (the client's best interests' rule).

And I'm of the view that those rules override any disclaimer that TFP believe absolves them of liability.

Summary

So, it seems clear to me that were it not for the actions of TFP, Miss M would have secured the original, higher CETV value. And that's because, as I've already set out, TFP failed to submit the advice confirmation letter with the original transfer application, which they ought reasonably to have known was a requirement of the scheme trustees. It seems that there were delays in TFP issuing their suitability letter and they also could have submitted the transfer documents to the DB administrator sooner than they did, and had they done, the mistake would've likely been spotted sooner than it was. Finally, they then failed to obtain definitive confirmation from the DB administrator that all of the required documents had been submitted.

With all of this in mind, I think that TFP fell short of what I would expect and its failures have resulted in Miss M missing her CETV expiry date. I'm therefore upholding Miss M's complaint and require TFP to put things right for her in the manner that I've set out below.

Responses to my provisional decision

After reviewing my provisional decision, Miss M responded, explaining that she had nothing further to add. However, she did provide a copy of a letter that she had recently received from the trustees of the DB scheme (dated 15 December 2023) in response to her complaint about the DB scheme administrator that she'd submitted to them in August 2023. Their response was the outcome of the second and final stage of the DB scheme's Internal Dispute Resolution Procedure (IDRP).

In summary, Miss M had said in her August 2023 letter to the trustees, that the DB administrator had confirmed to her IFA that they had received all of the necessary paperwork to complete the transfer, so they should honour the original CETV. In addition, Miss M also said to them that she didn't believe the DB administrator had dealt with her transfer with due care and diligence. In addition, she also set out that given the CETV paperwork stated that the DB administrator would check the returned documentation, that they should have identified the confirmation of advice letter was missing and informed her IFA sooner.

After considering Miss M's complaint, the scheme's trustees explained that they weren't upholding her concerns. They explained that the onus was on the IFA to ensure that the DB administrator had submitted all of the necessary documents ahead of the deadline and that having considered the call between the IFA and the scheme administrator, they didn't believe that conclusive confirmation had been provided, despite what that IFA claimed. Miss M provided TFP with a copy of the IDRP complaint outcome on 15 December 2023.

In response to the provisional decision, TFP replied, saying that they didn't agree with the outcome, and that's for a number of reasons. They said, in summary:

- The trustees of the DB scheme provided assurances which TFP ought reasonably to have been relied upon in the course of their business.
- The consumer signed a disclaimer within TFP's terms and conditions, confirming that she understood that there were no guarantees about the transfer value. TFP went on to say that they should be able to rely upon this and, if they couldn't, it presented a serious 'floodgates' concern for all businesses such as theirs.
- Miss M is pursuing a complaint with the Pensions Regulator about the scheme/DB administrator. TFP say that making a final decision on this issue without having regard to the outcome of that complaint is fundamentally flawed.

- Finally, TFP say the directions given on how to calculate the redress are flawed because they're based on figures which the trustees have failed to explain. TFP felt that they ought to be entitled to clarification from the pension trustees about how the CETV had been calculated, but their repeated requests for disclosure from them had been refused.

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.

TFP say the trustees of the DB scheme provided assurances to them which they ought reasonably to have been able to rely upon in the course of their business. I've looked again at the call transcript that TFP had with the DB administrator on 14 June 2022, where they telephoned to check that all of the necessary paperwork had been uploaded. I'm still not persuaded that the DB administrator gave TFP the confirmation they needed that all of the paperwork had been received. Whilst the DB administrator call handler initially intimated that they had all of the paperwork, they also stated twice that they would need to check with the relevant team that this was the case. Unfortunately, at that point, the call then disconnected and TFP didn't telephone them back to secure definitive confirmation. So, I don't believe that telephone call does provide the assurance that TFP says it does because the DB administrator didn't speak to the relevant team and give TFP positive affirmation that they were in receipt of all of the necessary papers.

TFP say that as Miss M signed a disclaimer within their terms and conditions, confirming that she understood there were no guarantees about the transfer value, they should be able to rely upon this and, if they couldn't, it presented a serious 'floodgates' concern for all businesses such as theirs. Miss M digitally signed TFP's client agreement titled – 'Our services and costs for the review of defined benefit (DB) pension schemes' on 25 February 2022. The agreement stated, in summary, that whilst TFP would make every effort to complete the work within the guarantee period, they were unable to guarantee that they would be able to do so. The agreement also explained that if they couldn't and if a new CETV is required, it could be less than the previous transfer value offered.

However, as I've already explained in my provisional decision, I don't think that agreement absolves TFP of their responsibility to act with due skill, care and diligence. And that's because the Regulator has clearly set out in COBS 2.1.2R, that a firm must not seek to exclude or restrict; or rely on any exclusion or restriction of any duty or liability it may have to the client under the regulatory system. In any event, I'm of the view that the reason why a new CETV had to be requested was because of TFP's actions, rather than anyone else's. Had TFP submitted the mandatory advice confirmation to the DB administrator when they sent the other paperwork in, Miss M wouldn't have found herself in the position she was in. Therefore, I don't think it's fair or reasonable that TFP's disclaimer can be used to transfer responsibility for their mistake on to Miss M.

TFP have said that Miss M is pursuing a complaint with the Pensions Regulator about the scheme/DB administrator and say that making a final decision on this issue without having regard to the outcome of that complaint is fundamentally flawed. However, at the point that TFP sent their feedback into this service about the provisional decision, Miss M was still waiting to hear back from the trustees about her IDRP complaint, before reaching a decision on whether to escalate her concerns to the next stage in the scheme's process (which would mean submitting her case to the Pension's Ombudsman). Having now received the outcome of the trustee's investigation, Miss M has shared that response with TFP. However, as I explained earlier, this complaint is about the actions of TFP, rather than the DB scheme

administrator and as such, I'm satisfied that I don't need to pause issuing this outcome before Miss M makes a decision on whether to escalate her complaint about the DB administrator to the Pension Scheme's Ombudsman.

TFP say the directions given on how to calculate the redress are flawed because they're based on figures which the trustees have failed to explain. TFP felt that they ought to be entitled to clarification from the pension trustees about how the CETV had been calculated, but their repeated requests for disclosure from them had been refused. There's a reason why the lump sum offered in the CETV is only valid for 90 days. That's because in reaching that figure, the trustees have had to use a number of assumptions about, amongst other things, interest rates, investment returns, scheme liabilities and longevity, which all have a bearing on the lump sum offered. And, all of those factors regularly change, so the lump sums tabled by trustees alter to reflect that. But, I'm not persuaded that TFP having sight of the assumptions that the trustees have used in determining the CETV would have a bearing on the outcome of this case. It's up to the scheme and their actuaries to determine the CETV that they're willing to provide to the member in lieu of giving up their rights in the scheme. The member doesn't have to accept the CETV if they're unhappy with what's offered; they can always wait and see if the CETV increases in the future, but of course, there's no guarantee that it will and that it won't go down further. I can't force the scheme to provide the level of detail that TFP want, but in any event, it's not the role of this service to validate or question how trustees have reached the level of CETV offered.

TFP say that the provisional decision focuses on one issue (the advice confirmation letter) without taking heed of what are the true causes of Miss M's loss, which was as a result of the DB administrator's failure to action the transaction in a timely manner or confirm to them that the letter was missing. However, I don't agree with TFP's contention and that's because, having looked at the timeline again, I think it's TFP who failed to manage the timeline as effectively as they could have done. There were avoidable delays in the advice journey, such as the time it took TFP to issue a suitability letter after the abridged advice process and the time it took TFP to submit the application papers to the DB administrator, after meeting with Miss M. I think that, had TFP managed the customer journey more tightly, it's more likely than not that the paperwork would've been submitted to the DB administrator earlier, therefore resulting in the error surfacing before the CETV expired, allowing the mistake to be corrected.

I've considered TFP's further submissions very carefully, and having looked at what they've said, TFP have not submitted anything new that's made me change my mind. So, it therefore follows that I am upholding Miss M's complaint for the reasons that I've set out above and I require TFP to take the following actions to put things right for her:

Putting things right

My decision is that TFP should put Miss M back into the position that she would have been in had it not been for their mistake. That means they must undertake a loss calculation to determine the impact that the reduced CETV has had on her SIPP, along with any investment growth that she would have benefited from.

TFP needs to compare the original CETV (that was guaranteed until 24 June 2022) plus the investment returns that Miss M would have made, had the monies been invested from 25 July 2022 (using Vitality and then Aviva as the benchmark), with the position that Miss M actually found herself in, and then they should pay the difference as compensation.

Fair compensation

In assessing what would be fair compensation, my aim is to put Miss M as close as is possible to the position that she would probably now be in, had the transfer been undertaken when it should have. It is not possible to say precisely what date the transfer would have taken place had it not been for TFP's mistake, but I'm satisfied that what I have set out below is most likely, and therefore is fair and reasonable given Miss M's circumstances and objectives when she invested.

TFP should compare the difference between the CETV that Miss M was originally offered (with the expiry date of 24 June 2022), to what was eventually transferred.

I've looked closely at the DB administrator's transfer guidance – it states that they ordinarily take two weeks to undertake their administration process and then 80% of transfers are completed three weeks after that, and a further week is added for the payment to be undertaken. So, had TFP submitted all of the required documentation when they should have, it's reasonable to conclude that, based on the DB administrator's guidance, the funds would have been transferred on 25 July 2022 at the latest, and that it would have been the original CETV that got transferred. Therefore, TFP needs to:

- Compare the performance of Miss M's SIPP with the notional value if those monies had transferred when they should have. If the actual value is greater than the notional value, no compensation is payable. If the notional value is greater than the actual value, there is a loss and compensation is payable.
- TFP should also add any interest set out below to the compensation payable.
- If there is a loss, TFP should pay into Miss M's pension plan to increase its value by the amount of the compensation and any interest. The amount paid should allow for the effect of charges and any available tax relief. Compensation should not be paid into the pension plan if it would conflict with any existing protection or allowance.
- If TFP is unable to pay the compensation into Miss M's pension plan, it should pay that amount directly to her. But, had it been possible to pay into the plan, it would have provided a taxable income – therefore, the compensation should be reduced to *notionally* allow for any income tax that would otherwise have been paid. This is an adjustment to ensure that the compensation is a fair amount – it isn't a payment of tax to HMRC, so Miss M won't be able to reclaim any of the reduction after compensation is paid.
- The *notional* allowance should be calculated using Miss M's actual or expected marginal rate of tax at her selected retirement age. It's reasonable to assume that Miss M is likely to be a basic rate taxpayer at the selected retirement age, so the reduction would equal 20%. However, if Miss M would have been able to take a tax-free lump sum, the reduction should be applied to 75% of the compensation, resulting in an overall reduction of 15%.
- Income tax may be payable on any interest paid. If TFP deducts income tax from the interest, it should tell Miss M how much has been taken off. TFP should give Miss M a tax deduction certificate in respect of interest if she asks for one, so she can reclaim the tax on interest from HM Revenue & Customs if appropriate.

Investment name	Status	Benchmark	From ("start date")	To ("end date")	Additional interest
Vitality SIPP	Closed - transferred	Vitalityinvest Risk Optimiser 5	25 July 2022	5 January 2023*	8% simple

	to a new Aviva SIPP	Fund Series F			per year if TFP have not paid any redress due within 30 days of the consumer accepting the final decision
Aviva SIPP**	Open	Aviva funds from start date ***	6 January 2023	Date of my final decision	

* New Aviva SIPP was opened on 6 January 2023.

** The consumer switched their pension away from Vitality on 6 January 2023 to Aviva. Therefore, the loss Miss M has suffered needs to be calculated across both plans.

*** Miss M stated on 24 November 2023 that she is invested in the "VT AJ Bell Moderately Adventurous Acc", however, she should provide evidence of this to TFP to allow them to undertake their calculations.

Actual value

This means the actual amount payable from the investment at the end date.

Notional value

This is the value of Miss M's investment had it been invested at the correct time until the end date. TFP should calculate this value.

Any withdrawal, income or other distributions paid out of the investment should be deducted from the notional value calculation at the point that it was actually paid, so it ceases to accrue any return in the calculation from that point on. If there is a large number of regular payments, to keep calculations simpler, I'll accept if TFP totals all of those payments and deducts that figure at the end.

Why is this remedy suitable?

I've chosen this method of compensation because, had TFP submitted the advice confirmation letter when they should have, Miss M would have benefited from the higher transfer amount and therefore, this will place her as closely back into the same position that she would've been in, had it not been for TFP's delays.

Trouble and upset

TFP should also pay Miss M £300 for the distress and inconvenience that they've caused her by not submitting her transfer application in a timely manner.

Refund of any additional charges

In upholding Miss M's complaint, I also need to take account of any additional costs that she incurred as a consequence of TFP's actions. Therefore, if the DB administrator charged Miss M for the new CETV that they issued on 2 September 2022, TFP should also refund that charge to her. TFP should also add 8% simple interest per annum from the point that she paid any charge to the date of settlement.

My final decision

I am upholding Miss M's complaint and as such, I require Tailored Financial Planning Limited to put things right for her in the manner that I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 24 January 2024.

Simon Fox
Ombudsman