Ombudsman's Determination

Applicants	Mr H, Mr N, Mr GT and the Applicants listed in the Appendix (**collectively the Applicants**)
Schemes	The Lumn 1966 Management Limited Executive Pension Scheme (**Mr H's Scheme**) The Nottingham Close 1965 Ltd Executive Pension Scheme (**Mr N's Scheme**) The Moativate Ltd Executive Pension Scheme (**Mr GT's Scheme**) And The schemes listed in the Appendix (**collectively the Schemes**)
Respondents	Rowanmoor Group plc (**Rowanmoor**), including specifically its subsidiary, Rowanmoor Trustees Limited (**RTL**)

Complaint Summary

1. Mr H has complained that Rowanmoor failed to perform sufficient due diligence in relation to his proposed investments in Dolphin Capital GmbH (later called Dolphin Trust GmbH, and thereafter the German Property Group (hereon referred to as **GPG**)) and Akbuk Resort Group (**Akbuk**). He says these investments were high risk and not suitable for him. He would like Rowanmoor to put him back into the position he would have been in had the investments never occurred.

2. Mr N has complained that Rowanmoor failed to perform sufficient due diligence in relation to his proposed investments in GPG and The Resort Group (**TRG**). He says these investments were high risk and not suitable for him. He would like Rowanmoor to put him back into the position he would have been in had the investments never occurred.

3. Mr GT has complained that Rowanmoor failed to perform sufficient due diligence in relation to his proposed investments in GPG, Park First Limited (**Park First**) and Store First Limited (**Store First**). He says these investments were high risk and not suitable

for him. He would like Rowanmoor to put him back into the position he would have been in had the investments never occurred.

Summary of the Ombudsman's Determination and reasons

4. The complaints are not upheld against Rowanmoor as Administrator, as it was not its responsibility to carry out the level of due diligence suggested by the Applicants, and because it fulfilled the duties it did have in relation to the Schemes adequately.

5. The complaints are upheld against RTL because it did not fulfil its duties as a trustee of the Schemes. As a part of these duties, it had a responsibility to consider whether the investments in GPG, Akbuk, TRG, Store First and Park First (**the Investments**) were appropriate in the circumstances. However, it failed to do so, the investments were not appropriate and thereby its actions caused, in part, the financial loss incurred by the Applicants.

Detailed Determination

Material facts

6. The sequence of events is not in dispute, so I have only set out the salient points. I acknowledge there were other exchanges of information between all the parties.

Mr H

7. Mr H was advised by an unregulated introducer, Roseland Mill Limited (**Roseland**) to invest in GPG and Akbuk, via a Small Self-Administered Scheme (**SSAS**) with Rowanmoor.

8. Mr H completed an application to establish the Scheme with Rowanmoor (**the Application**). The Scheme is a SSAS, which is a type of Occupational Pension Scheme with fewer than 12 members, all of whom are trustees and take responsibility (together with any professional trustees appointed through the Scheme's Trust Deed and Rules) for how scheme funds should be invested in accordance with the Scheme's Rules. Mr H is the only member of the Scheme. The application showed that Roseland was providing advice to Mr S in his role as the Member Trustee. The proposed investment was in overseas property through GPG and Akbuk.

9. The Scheme was established by an Interim Deed. This appointed RTL as the first Trustee. A subsequent Deed of Appointment and Amendment, and Definitive Trust Deed and Rules (**TD&R**) appointed Mr H as Member Trustee, alongside RTL as the 'continuing trustee'. The TD&R was signed by Mr H, both in his role as the sole director of the principal employer and in his individual capacity as the Member Trustee, and RTL as the continuing Independent Trustee. The TD&R replaced the Interim Deed as the governing documentation of the Scheme.

10. On 11 March 2015, Rowanmoor wrote to Mr H regarding his proposed GPG investment (**the Reason Why Letter**). It said that it understood that he wished to invest in the investment. It then said:-

> "As you will be aware, an investment of this nature carries a high risk: it is highly speculative and there is no recognised secondary market for this investment. Investors must have no need for liquidity and be able to withstand a total loss of investment. The loan notes are non-transferrable, and you will not be able to transfer your holding or sell it to a third party during the investment term. Whilst we are able to give you our opinion as to the eligibility of such an investment under current pensions legislation and the Definitive Trust Deed and Rules of the Scheme, we do not endorse or recommend any particular investment structure or provider, nor can we advise on the suitability of, and risks attached to, the proposed investment, In addition we cannot advise on the complexities of the legal process of purchasing the loan notes or of Special Purpose Vehicles acquiring listed properties in Germany, or in relation to the contractual documentation. Further, the Pension Scheme may become liable for costs, charges, taxes and other liabilities relating to the loan notes of which you will not be aware at the time of the initial investment.
>
> As with all complex investments we would strongly recommend that before proceeding you take appropriate legal and other professional advice in the matter, as this may prevent issues going forward and reduce the possibility of incurring unnecessary costs in the future. You should also ensure that before proceeding you have seen and read the purchase contract and associated documentation related to the investment…
>
> …Rowanmoor Group excludes, to the maximum extent permissible by law, all liability in connection with your proposed purchase of the investment or resulting from such purchase, having drawn your attention in this letter to potential issues involved."

11. On 16 March 2015, Rowanmoor wrote to Mr H regarding his proposed Akbuk investment (**the Second Reason Why Letter**). It said that it understood that he wished to invest in the investment. It then said:-

> "Whilst we are able to inform you of the eligibility of such an investment under current pension legislation and the Trust Deed and Rules of the pension scheme, we do not endorse or recommend the services of any particular investment company, nor can we advise on the suitability of and risks attached to the proposed investment. In addition we cannot advise on the complexities of the legal process of acquiring property in an overseas territory or in relation to the contractual documentation. Nor are we able to advise on the developer's title to the land.
>
> As with all complex investments we would strongly recommend that before proceeding you take appropriate legal and other professional advice in the

matter, as this may prevent issues going forward and reduce the possibility of incurring unnecessary costs in the future. You should also ensure that before proceeding you have seen and read the purchase contract and associated documentation related to the investment…

…Rowanmoor Group excludes, to the maximum extent permissible by law, all liability in connection with your proposed purchase of the investment or resulting from such purchase, having drawn your attention in this letter to potential issues involved."

12. It is not clear to me whether these letters were written by Rowanmoor as Administrator, in respect of RTL's (a subsidiary of Rowanmoor) role as Independent Trustee or was intended to cover all aspects of Rowanmoor's involvement. Certainly, there was no indication in the letter that any of the issues raised might also be something that should be considered by RTL as co-trustee.

13. On 18 March 2015, Mr H completed and signed an acknowledgement to the Reason Why Letters in which he confirmed that he understood that there were risks inherent in the proposed investment and that Rowanmoor would not be liable. He confirmed that he did not wish to appoint legal advisers.

14. On 24 December 2015, Mr H as the Client then signed a Client Agreement (**the Client Agreement**) and this, in turn, was signed by Rowanmoor and RTL. The Client Agreement set out, amongst other things, the services to be provided to Mr H. As well as those services to be provided by Rowanmoor, RTL would also provide "trustee services," including specifically ongoing "professional responsibility as Independent Trustee for the Scheme."

15. Subsequently, Mr H's Scheme proceeded to invest a total of approximately £67,000 into GPG and Akbuk.

16. On 27 April 2017, RTL wrote to Mr H informing him that Akbuk had recently been unable to pay income when due. This was attributed to the tourist trade in Turkey and it was hoped that it would pick up in the next year.

17. GPG was an Unregulated Collective Investment Scheme (UCIS). It was a German-based company which invested in the conversion and refurbishment of listed buildings (in Germany) for residential use.

18. On 8 October 2020, the FCA, Financial Ombudsman Service and the FSCS issued a joint statement about the GPG companies confirming that they had entered preliminary insolvency proceedings in Germany. The first insolvency administrator described it as a 'pyramid scheme' that collapsed after taking in €1.5bn from investors, much of it sold through unregulated introducers. At the time of insolvency, the properties owned by GPG were estimated to be worth no more than €150m collectively, meaning that investors, including Mr H, stand to lose the bulk of their investment.

19. In respect of Akbuk, Mr H is unable to sell the investment and it is effectively worthless. Mr H accordingly believes he has lost his pension fund.

Mr N

20. Mr N was advised by an unregulated introducer, Strategic Alternatives Limited (**SAL**) to invest in GPG and TRG, via a SSAS with Rowanmoor.

21. In September 2014, Mr N completed an application to establish the Scheme with Rowanmoor (**the Application**). Mr N is the only member of the Scheme. The application showed that SAL was providing advice to Mr N in his role as the Member Trustee. The proposed investment was in overseas property through GPG and TRG.

22. I understand that Mr N's Scheme was established by an Interim Deed. This appointed RTL as the first Trustee and a subsequent Deed of Appointment and Amendment, and Definitive Trust Deed and Rules (**TD&R**) appointed Mr N as Member Trustee, alongside RTL as the 'continuing trustee'. The TD&R was then signed by Mr N, both in his role as the sole director of the principal employer and in his individual capacity as the Member Trustee, and RTL as the continuing Independent Trustee. The TD&R replaced the Interim Deed as the governing documentation of the Scheme.

23. On 21 October 2014, Rowanmoor wrote to Mr N regarding his proposed TRG investment (**the TRG Reason Why Letter**). It said that it understood that he wished to invest in the investment. It then said:-

> "Whilst we are able to inform you of the eligibility of such an investment under current pension legislation and the Trust Deed and Rules of the pension scheme, we do not endorse or recommend the services of any particular investment company, nor can we advise on the suitability of and risks attached to the proposed investment. In addition we cannot advise on the complexities of the legal process of acquiring property in an overseas territory or in relation to the contractual documentation. Nor are we able to advise on the developer's title to the land.
>
> As with all complex investments we would strongly recommend that before proceeding you take appropriate legal and other professional advice in the matter, as this may prevent issues going forward and reduce the possibility of incurring unnecessary costs in the future. You should also ensure that before proceeding you have seen and read the purchase contract and associated documentation related to the investment…
>
> …Rowanmoor Group excludes, to the maximum extent permissible by law, all liability in connection with your proposed purchase of the investment or resulting from such purchase, having drawn your attention in this letter to potential issues involved."

24. On 6 November 2014, Mr N completed and signed an acknowledgement to the TRG Reason Why Letter in which he confirmed that he understood that there were risks

inherent in the proposed investment and that Rowanmoor would not be liable. He confirmed that he did not wish to appoint legal advisers.

25. On 14 May 2015, Rowanmoor wrote to Mr N regarding his proposed GPG investment (**the GPG Reason Why Letter**). It said that it understood that he wished to invest in the investment. It then said:-

> "As you will be aware, an investment of this nature carries a high risk: it is highly speculative and there is no recognised secondary market for this investment. Investors must have no need for liquidity and be able to withstand a total loss of investment. The loan notes are non-transferrable, and you will not be able to transfer your holding or sell il to a third party during the investment term. Whilst we are able to give you our opinion as to the eligibility of such an investment under current pensions legislation and the Definitive Trust Deed and Rules of the Scheme, we do not endorse or recommend any particular investment structure or provider, nor can we advise on the suitability of, and risks attached to, the proposed investment, In addition we cannot advise on the complexities of the legal process of purchasing the loan notes or of Special Purpose Vehicles acquiring listed properties in Germany, or in relation to the contractual documentation. Further, the Pension Scheme may become liable for costs, charges, taxes and other liabilities relating to the loan notes of which you will not be aware at the time of the initial investment.
>
> As with all complex investments we would strongly recommend that before proceeding you take appropriate legal and other professional advice in the matter, as this may prevent issues going forward and reduce the possibility of incurring unnecessary costs in the future. You should also ensure that before proceeding you have seen and read the purchase contract and associated documentation related to the investment…
>
> …Rowanmoor Group excludes, to the maximum extent permissible by law, all liability in connection with your proposed purchase of the investment or resulting from such purchase, having drawn your attention in this letter to potential issues involved."

26. On 16 May 2015, Mr N completed and signed an acknowledgement to the GPG Reason Why Letter in which he confirmed that he understood that there were risks inherent in the proposed investment and that Rowanmoor would not be liable. He confirmed that he did not wish to appoint legal advisers.

27. It is not clear to me whether the Reason Why Letters were written by Rowanmoor as Administrator, in respect of RTL's (a subsidiary of Rowanmoor) role as Independent Trustee or was intended to cover all aspects of Rowanmoor's involvement. Certainly, there was no indication in the letters that any of the issues raised might also be something that should be considered by RTL as co-trustee.

28. Mr N was provided with a Rowanmoor SSAS guide which included the following statements:

> "Under a Rowanmoor SSAS the principal employer appoints Rowanmoor Trustees Limited as independent trustee and Rowanmoor Executive Pensions Limited as the Scheme Administrator… Our services include… technical support regarding the scheme, its investments and benefits…
>
> …
>
> We will provide guidance on administration requirements and the acceptability of assets in the scheme. Investments need to satisfy our requirements in relation to all the above factors to be acceptable as scheme investments."

29. Subsequently, Mr N's Scheme proceeded to invest a total of approximately £96,000 into GPG (see paragraphs 17 and 18 above) and Akbuk.

30. In respect of TRG, Mr N is unable to sell the investment and it is effectively worthless. Mr N accordingly believes he has lost the funds invested in GPG and TRG.

Mr GT

31. Mr GT was advised by an unregulated introducer, Marcus James Commercial UK Ltd (**Marcus James**) to invest in GPG, Store First and Park First, via a SSAS with Rowanmoor.

32. Mr GT completed an application to establish the Scheme with Rowanmoor. Mr GT is the only member of the Scheme. The application showed that Marcus James was providing advice to Mr GT in his role as the Member Trustee. The proposed investment was in overseas property through Store First and Park First.

33. The Scheme was established by an Interim Deed. This appointed RTL as the first Trustee. A subsequent Deed of Appointment and Amendment, and Definitive Trust Deed and Rules (**TD&R**) appointed Mr GT as Member Trustee, alongside RTL as the 'continuing trustee'. The TD&R was signed by Mr GT, both in his role as the sole director of the principal employer and in his individual capacity as the Member Trustee, and RTL as the continuing Independent Trustee. The TD&R replaced the Interim Deed as the governing documentation of the Scheme.

34. On 17 September 2014, Mr GT signed a Client Agreement (**the Client Agreement**) and this, in turn, was signed by Rowanmoor and RTL. The Client Agreement set out, amongst other things, the services to be provided to Mr GT. As well those services to be provided by Rowanmoor, RTL would also provide "trustee services," including specifically ongoing "professional responsibility as Independent Trustee for the Scheme."

35. In December 2014, Mr GT transferred £285,305 from a Skandia pension arrangement to the SSAS.

36. On 18 December 2014, 16 January 2015, 11 August 2015 and 16 January 2016, Rowanmoor wrote to Mr GT regarding proposed investments in Store First and Park First (**the Park First and Store First Reason Why Letters**). The letters each said that

Rowanmoor understood that Mr GT wished to invest in either Store First or Park First. It explained that there was a two-year break clause in the lease agreements which would mean that Store First would be able to terminate the respective leases at that point, which would mean no further income from the investment unless Mr GT was able to find his own tenant, and that the overheads would still need to be met from the Scheme's resources. The letters also asked Mr GT to consider how he would go about trying to find his own tenant.

37. Over that period, Mr GT's SSAS invested £200,000 into Store First and Park First.

38. On 5 January 2016, Leander Wealth LLP, an appointed representative of Bank House Investment Management Ltd, an FCA regulated IFA wrote to Rowanmoor confirming that Mr GT had appointed it as his IFA.

39. On 14 April 2016, Marcus James resigned as Mr GT's representative.

40. On 16 May 2016, Mr GT transferred £53,294 from the Hewlett Packard Pension Scheme.

41. On 17 January 2017, Mr GT wrote to Rowanmoor appointing Return on Capital Group Ltd, an unregulated introducer, as his adviser.

42. On 2 February 2017, Rowanmoor wrote to Mr GT regarding a proposed GPG investment (**the 2017 GPG Reason Why Letter**). It said that it understood that he wished to invest in the investment. It then said:-

> "As you will be aware, an investment of this nature carries a high risk: it is highly speculative and there is no recognised secondary market for this investment. Investors must have no need for liquidity and be able to withstand a total loss of investment. The loan notes are non-transferrable, and you will not be able to transfer your holding or sell it to a third party during the investment term. Whilst we are able to give you our opinion as to the eligibility of such an investment under current pensions legislation and the Definitive Trust Deed and Rules of the Scheme, we do not endorse or recommend any particular investment structure or provider, nor can we advise on the suitability of, and risks attached to, the proposed investment, In addition we cannot advise on the complexities of the legal process of purchasing the loan notes or of Special Purpose Vehicles acquiring listed properties in Germany, or in relation to the contractual documentation. Further, the Pension Scheme may become liable for costs, charges, taxes and other liabilities relating to the loan notes of which you will not be aware at the time of the initial investment.
>
> You should note that as this investment is not regulated by the Financial Conduct Authority, most of the protections afforded under the UK financial services regulatory system do not apply to this investment and that compensation under the Financial Services Compensation Scheme may not be available.

> As with all complex investments we would strongly recommend that before proceeding you take appropriate legal and other professional advice in the matter, as this may prevent issues going forward and reduce the possibility of incurring unnecessary costs in the future. In particular we would also remind you that in accordance with the provisions of the Pensions Act 1995, the Trustees of the Scheme are required to take investment advice before making any investment…
>
> …Rowanmoor Group excludes, to the maximum extent permissible by law, all liability in connection with your proposed purchase of the investment or resulting from such purchase, having drawn your attention in this letter to potential issues involved. We also reserve the right to refuse further investments of this nature if we believe circumstances have changed."

43. Following this, Mr GT's SSAS invested £30,000 into GPG loan notes (see paragraphs 17 and 18 above).

44. It is not clear to me whether the Reasons Why Letters were written by Rowanmoor as Administrator, in respect of RTL's role as Independent Trustee, or were intended to cover all aspects of Rowanmoor's involvement. Certainly, there was no indication in the letters that any of the issues raised might also be something that should be considered by RTL as co-trustee.

45. In respect of Store First and Park First, Mr N is unable to sell his investments and they are effectively worthless. Mr GT accordingly believes he has lost his pension fund.

46. As explained in paragraph 4 above, the Schemes are governed by the TD&R. The TD&R defines 'Independent Trustee' as RTL and 'Member Trustees' as the trustees of the Scheme other than the Independent Trustee. In these three Schemes the only Member Trustees were Mr H, Mr N and Mr GT. The meaning given to 'Trustees' is "the Member Trustees and the Independent Trustee collectively for the time being appointed.

47. Clause 3 of the TD&R appoints Rowanmoor Group plc as the sole Administrator of the Scheme.

Summary of Rowanmoor's position

48. The facts of these cases and the role of Rowanmoor as Administrator and Independent Trustee in relation to the Scheme are substantially the same as those in the case of PO-25984 which was issued in February 2024. As Rowanmoor have not provided any further explanation of their position in relation to this specific case, I have made the assumption that their explanation of their position remains as stated in paragraphs 26-35 of PO-25984 and I have decided these cases accordingly.

49. Case PO-25984 set out my detailed analysis of the role and responsibilities of Rowanmoor and RTL as Administrator and Trustee respectively (some of which I repeat below), in relation to the correct approach to a decision to make an investment

in accordance with the rules of that scheme, overriding legislation and relevant case law. It should be read in conjunction with this Determination. That case also dealt with an investment in TRG. It was one of a number of complaints that my office has received in relation to SSASs where Rowanmoor and RTL act as Administrator and Trustee, although many have different underlying investments that resulted in that complaint being made.

50. As a result, there are a considerable number of cases which share material facts, such that a decision to uphold the complaint in one would mean that the others in that category would also be upheld. Here, the cases listed in the Appendix all involved investments in GPG, Akbuk, TRG, Store First and Park First, and share key, material facts.

51. Accordingly, the outcome of this case shall also apply to those cases listed in the Appendix to this Determination.

The break clauses and jurisdiction

52. Rowanmoor has argued that, for the purposes of assessing whether complaints involving the Park First and/or Store First investments have been brought within time, in accordance with Regulation 5 of The Personal and Occupational Pension Schemes (Pensions Ombudsman) Regulations 1996, the appropriate point at which the Applicant should be deemed to have been aware of the issue complained of should be the date on which they first received a letter from Rowanmoor advising that Store First or Park First wished to exercise the two-year break clause under the lease connected to the investment. This point is a live issue in a number of cases listed in Appendix 2. However, I disagree with Rowanmoor's argument. The Applicant had been advised by Rowanmoor of the existence of the two-year break clause prior to taking out the investment, and proceeded with the investment anyway, thereby indicating that they were not unduly concerned that it might be exercised in future and that it was not an unexpected moment in the 'life' of the investment. The letter itself explained the position regarding the break clause to the Applicant, but there was no suggestion that the underlying investment was at risk, and I do not therefore consider that the Applicant was on notice that there was a serious issue with their pension fund until such time as they first received a further letter warning them of either the potential winding-up of Store First, or Park First going into administration.

53. In brief, the applicants for whom this was a live issue have argued that they had no cause for complaint when they received the letter from Rowanmoor advising that Store First or Park First wished to exercise the two-year break clause under the lease connected to the investments. They have argued that they were aware of the break clause and the potential consequences for investment income in the event that the break clause should be exercised, therefore they had no cause for complaint when they were informed the break clause was being exercised. However, they were unaware that the investments were structured in a way that could be deemed illicit and would additionally require them to be restructured. In addition to the known consequences of exercising the break clause on investment income, the restructuring

of the investments triggered the adverse consequences for the capital investments themselves. The consequences of the restructuring were first made known in the letters regarding the winding up of Store First and Park First going into administration. I find it is appropriate that the date of issue of these (winding up) letters should, in these cases, be taken as the appropriate point at which the Applicants should be deemed to have been aware of the issue about which they have complained.

54. The principles in relation to the date when an applicant should be considered to have acquired constructive knowledge of an actionable cause were examined in Mr Justice Nugee's Judgment in the case of *Cole v Scion Limited* [2020] EWHC 1022 (Ch). In brief, those principles are that:

    54.1. "… a claimant needs to know 'the material facts about the damage in respect of which damages are claimed'" and "this requires him or her to know that it is sufficiently serious to justify instituting proceedings".

    54.2. "…his measure of damages is the difference between the position he is in and the position he would have been in had he not invested at all".

    54.3. "…the Claimants in my view are only to be regarded as having had the requisite knowledge if they knew, or a reasonable professional footballer or manager [as those cases involved investments made by those professionals] would have appreciated, that they had lost money by participating in the Premier schemes. It would not be enough if all that they, or a reasonable person, would understand is that the schemes had not worked as promised."

55. In the case of Park First or Store First, receipt by the Applicants of notification that the two-year break clause was to be exercised was a known risk, the impact of which was on the expected income to be generated by the investments. In other words, the investments would no longer work as expected. However, this alone did not amount to an indication that the Applicants might be worse off, as a result of the break clause being exercised, than if they had never invested at all.

56. Rather, in my view, it was the letters regarding the winding up of Store First and Park First going into administration that introduced the warning of a risk to the underlying capital investments themselves. The risk of the loss of the actual capital investments themselves would have alerted the Applicants to the possibility that they could have been better off if they had never invested in Store First or Park First.

57. Rowanmoor has said that this position is inconsistent with a jurisdiction decision made by my office in relation to an Akbuk complaint. While I acknowledge that there are similarities between the cases, the Akbuk complaint received a first stage, delegated decision that it was out of my jurisdiction. The Applicant in that case did not appeal the decision and so the case was closed. However, I did not review the case, and no final decision was made on jurisdiction. Having considered the documentation in this case, I find that the letter which Rowanmoor seeks to rely on as reasonably making the Applicants aware that there was an actionable issue with the investment did not give rise to knowledge of a potential complaint.

Conclusions

Rowanmoor as Administrator

58. The TD&R states that "Rowanmoor Group plc will be the sole Administrator with effect from the commencement date", while the Client Agreements entered into between the Applicants, Rowanmoor and RTL states that Rowanmoor will provide administration services. I shall therefore address my conclusions as to the role of the Administrator to Rowanmoor.

59. Under the terms of the Client Agreement, "RGPLC shall provide establishment, actuarial, administrative and consultancy services and RTL shall provide trustee services to the Client. These services are specified in Schedules 1 and 2".

60. Schedule 1 of the Client Agreement sets out the services included in the establishment of the Scheme; Schedule 2 details the services included in the Annual Administration Fee; and Schedule 3 specifies the Additional Services not covered by that fee.

61. The Annual Administration Fee in Schedule 2 covers:

> "Ongoing responsibility as the Independent Trustee for the Scheme.
>
> Ongoing responsibility as Scheme Administrator.
>
> Routine administration of the Scheme including executing allowable investment instructions…
>
> Processing a request to make a direct investment (basic)…
>
> Guidance on the day to day running of the Scheme, the acceptability of investments (other than those to be held offshore or overseas), interpretation of the Trust Deed and HMRC practice…"

62. Having carefully considered the role and responsibilities of the Administrator under the Client Agreement and the TD&R, I find that Rowanmoor discharged its responsibilities in this aspect in a broadly satisfactory manner, and I therefore do not uphold the Applicants' complaint against Rowanmoor insofar as it relates to the overall administration of the Scheme.

RTL as Trustee

63. However, in these cases, there is more than just the role of Administrator to consider.

64. The Applicants have complained about the suitability of investments chosen and held by the Scheme, which is the responsibility of the Trustees. The Applicants are not the sole trustee. Rather, Mr H, Mr N, Mr GT and RTL are the joint Trustees of their Schemes respectively.

65. The Pensions Ombudsman has seen a number of complaints from individuals who have transferred their pensions into SSASs where the member is the sole trustee and thus solely responsible for investment decisions. The only other entities involved are

unregulated advisers (occasionally regulated) and administrators – the former falling outside of my remit, while the latter have limited duties in respect of due diligence etc (see my predecessor's decision in PO-16688 from January 2022).

66. Here a different model and set of responsibilities arise. RTL installed itself as a joint Trustee. RTL was providing its professional services as an "Independent Trustee" to this Scheme for a fee. Therefore, it was also, in my view, acting as a professional trustee, which brings with it added responsibilities and duties (and I explore this further below).

67. With that in mind, I must judge the actions of RTL against the obligations it assumed under the TD&R (as well as any other contractual provisions), together with the legislative requirements and standards expected of a professional pension scheme trustee, at the time that the relevant investments were made, taking into account the applicable case law.

The role and duties of RTL as Independent Trustee under the TD&R

68. In PO-25984, I set out the legislative obligations, and the common law duties and standards expected of an independent trustee such as RTL and then analysed whether it had achieved these. After careful consideration, I concluded that it had not. My reasoning for this conclusion was set out in paragraphs 71-90 of that Determination. Given that the facts of these cases, the role of RTL and the Scheme documentation are to all intents and purposes the same as in PO-25984, I have applied the same reasoning and have reached the same conclusion; that RTL has not met its legislative obligations, common law duties and standards expected of an independent trustee.

69. Additionally, I note that in the case of Mr GT's Scheme and the 2017 GPG Reasons Why Letter, Rowanmoor states:

> "In particular we would also remind you that in accordance with the provisions of the Pensions Act 1995, the Trustees of the Scheme are required to take investment advice before making any investment…"

70. This requirement is explored in my analysis in PO-25984, however this passage serves to highlight the fact that RTL undoubtedly knew of this requirement but chose to ignore it in relation to RTL.

Investment loss

71. Having found that RTL has not fulfilled the duties and obligations that attach to it as a Trustee of the Scheme, I will also consider whether the Applicants have suffered any loss. As a part of this, it is necessary to consider whether or not the actual investment made was one which no other reasonable trustee might make (*Nestle v National Westminster Bank PLC* [1993], 1WLR 1260).

72. In my view, there are a number of reasons why, in the circumstances of these cases, had RTL properly applied itself to its trustee duties, it, and no other reasonable trustee,

would have made the investments in GPG, Akbuk, TRG, Park First or Store First. As such, it was in breach of the duty of care owed by RTL as Trustee and fell below the standard of care owed by RTL to the Applicants.

73. First, as with any assessment of this type, it is necessary to look at the economic and factual circumstances of the time. Although the risks of the investments are well known now, it would be wrong to apply that knowledge with hindsight to an investment made at the time in question.

74. To assist with this, I have considered what knowledge was available at the time the investments were made.

75. In deciding whether they amounted to reasonable investments, one should consider the context – and in particular, the circumstances of the individual member and the nature of a pension scheme. One should also have regard to the requirement to consider diversification of investments.

The investments

GPG

76. GPG was a German-based UCIS investment, which invested in the conversion and refurbishment of listed buildings in Germany for residential use. The Applicants both invested in GPG through Loan Notes. The fact that it was an unregulated overseas property investment made through Loan Notes should have immediately marked it out as a high risk and therefore potentially unsuitable investment for an unsophisticated investors such as the Applicants. The promised annual returns of up to 13.8% regardless of market conditions should also have served as a warning to a prudent professional trustee.[1]

TRG

77. TRG was an overseas hotel development company, whereby the investor purchased fractional ownership of a hotel suite in Cape Verde by way of membership of a UK Limited-by-Guarantee Company. The Foreign and Commonwealth Office has since at least April 2013 warned of the risks of purchasing property in Cape Verde: "Many British nationals have experienced serious problems when buying property in Cape Verde. Before buying property anywhere on the islands, you should seek independent qualified legal advice"[2].

Akbuk

78. The Akbuk investment was an overseas hotel development company, whereby the investor purchased fractional ownership of a hotel property in Turkey by way of membership of a UK Limited-by-Guarantee Company.

[1] See CAS-78433-Y1Y8 on our website for more detailed analysis.
[2] See PO-28733 on our website for more detailed analysis.

79. Notably, as is set out in paragraph 91 in PO-25984, it was known that fractional hotel investment opportunities, represented a high-risk investment that would be, in the vast majority of cases, an unsuitable investment for the beneficiaries of these SSASs. This would apply to both TRG and Akbuk[3].

Store First & Park First

80. Store First and Park First involved the purchase of individual storage units and car parking spaces on long term leases. There was an initial guaranteed level of income of 8% following which the income would be dependent on usage or they could be sold, assuming there was a market for them. This was in my view a speculative investment[4].

81. In my view, the level of diversification of the Schemes was such that the risk attached to the portfolios as a whole was very, and unacceptably, high – to the extent that, again, I find that no reasonable trustee would have made such a decision.

82. Furthermore, the circumstances of the Applicants and the speculative nature of the investments, which were in my view clearly inappropriate, are such that I find that a trustee exercising its powers in the best financial interests of the (sole) beneficiary would not have allowed the investments to proceed. In my view speculative investments of this type, having regard to those circumstances, were clearly inappropriate.

83. As a result, I find that investing the bulk of the Schemes' assets in these investments was very high-risk and speculative in nature. Having regard to the circumstances of the member, the lack of diversification of investments and the knowledge of the time, I find that the investments made were not ones that a reasonable trustee would have made and was in breach of the standard of care in relation to investments owed by RTL as a trustee. It showed a lack of regard for the member's financial interests and amounted to a failure to avoid hazardous investments, contrary to the requirements imposed on trustees by *Cowan v Scargill* [1984] 2 All ER 750 and *Learoyd v Whiteley* [1887] 12 AC 727, amongst others.

Where liability rests

84. Having now decided that RTL failed to meet its obligations as Independent Trustee, by failing to perform its duties or meet the standard of care required of it and found that the investments were ones that no reasonable trustee would have made, it is now necessary to decide where the liability for those errors sits.

85. Although the Applicants are bringing their complaints as beneficiaries of the Schemes, they are also Member Trustees. RTL and the Applicants are jointly the Trustees and exercise the power of investment together. So, in order for the Applicants to succeed with their complaints, they need to be able to hold liable the professional trustee in relation to an investment they agreed to make; and any resulting redress must either

[3] See CAS-45541-T0B3 on our website for more detailed analysis.
[4] See CAS-44560-Q1C8 on our website for more detailed analysis.

be directed on a joint and several basis against the trustees (including, of course, themselves) or apportioned between them.

86. In PO-25984, at paragraphs 108-126, I examined the issues outlined in the preceding paragraph, and I concluded that I have the power to direct a specific apportioned contribution by a trustee responsible for breach of trust, and not simply fall back on the joint and several liability between trustees. The position of the parties in this case is substantially the same as that in PO-25984, and therefore apportionment of contributions, rather than joint and several liability, is accordingly appropriate in these cases as well.

Exonerations and Indemnities

87. Having found the Trustees in breach, we should now turn to whether they are afforded any protection. In particular, the Trustees benefit from exoneration and indemnity provisions in the TD&R. The substantive provisions of the TD&R in this case are identical to those in PO-25984, and from my perusal of those TD&R I concluded at paragraphs 127-136 that that the exoneration and indemnity provisions in respect of the Trustees (or RTL specifically under the Reason Why Letters) were not effective in relation to that case, and so by extension they are not effective here.

Quantification of the loss

88. The final issue to address is whether the Applicants have suffered a quantifiable loss which is capable of remedy and apportionment.

89. The investments in GPG, TRG, Akbuk, Park First and Store First appear to have been effectively lost. RTL as co-trustee and a professional trustee, for reasons given previously, had a duty to ensure that the investment was suitable and should not have agreed to it if it found it was not. RTL failed to do so, and I find this to be a breach of duty and maladministration.

90. However, I am mindful of the fact that the Applicants are co-trustees of the Schemes, and as sole members, they are required to agree to any proposed investment and so I must consider whether an apportionment of liability for any loss that the Applicants have suffered is appropriate. There are other case specific circumstances which may influence this apportionment, which I have set out in the Appendix.

91. Despite the Applicants' position as co-trustees of their respective schemes, and the need for them to agree to investment choices as Member Trustees under the TD&R, had RTL fulfilled its professional trustee responsibilities in an appropriate manner, it would have been fully engaged in the process of selecting Scheme investments, and would have liaised with the Applicants as co-trustees in the process. Had it done so, it would have become apparent at a very early stage that these were inappropriate investments in all the circumstances.

92. Given this, and the fact that under Clause 8 of the TD&R "Decisions at Trustee meetings must be unanimous", RTL was uniquely placed, both in terms of its being able to apply its professional judgment as to the suitability of the proposed investment for the Member, and to prevent the investment from proceeding in the event that it determined that it was not suitable. Although the Applicants were of course also trustees, they were not in a position and did not have the knowledge and understanding to be able to appropriately assess the suitability or otherwise of the proposed investment, and so I do not consider that they should be deemed *equally* responsible for the position they now find themselves in.

93. Furthermore, this is not a case where RTL tried but failed to do enough to fulfil its duties; rather it seems to me that it failed to understand its duties and make any attempt to meet them, notwithstanding that it appeared to continue to charge for those services.

94. To conclude, having considered all the evidence and relevant case law, I find that the appropriate apportionment of responsibility – taking into account RTL's status as a professional trustee with considerable experience of SSAS management and trusteeship – to be 80% for RTL and 20% for the Applicants.

95. I therefore uphold the Applicants' complaints against RTL.

Directions

96. My intention in these Directions is to, as far as possible, put the Applicants back into the position they would have been in had the investments in GPG, TRG, Akbuk, Park First and Store First not taken place, recognising the Applicants' partial liability as trustees of the Schemes. As a part of that, the Applicants should largely recover the costs and taxes paid in respect of the Investments and should not be left with any ongoing liability for costs and charges relating to the Investments in the future. Furthermore, their continued presence as investments in the Scheme should not in any way prevent or delay the Applicants' ability to transfer their funds away from the Scheme to another arrangement should they wish to do so.

97. RTL shall follow the methodology outlined in Appendix 1 to this Determination to determine the sum payable to the Schemes.

98. I note that a representative of certain complainants listed in the Appendix has argued for redress to be paid directly to the Applicant. I have considered this argument, but I find that payment of redress is to be made to the Scheme (and not direct to the individual member) in order to put him, as near as possible, back into the position he would have been in had RTL's breach of duty and maladministration not occurred. I am satisfied that this approach is appropriate in the circumstances.

99. Finally, RTL shall pay the Applicants the sum of £1,000 each to reflect the materially significant distress and inconvenience that they have suffered as a result of its failure to discharge its duties as co-trustee in relation to the selection of suitable investments. This is the same sum as I awarded in the similar case of PO-25984 in February 2024. It might be argued that the Applicants have not encountered the same level of distress

and inconvenience as the Applicant in that case, but given RTL's failure to apply the principles that I clearly established in PO-25984 to other similarly impacted customers, I consider the award appropriate in the circumstances.

Dominic Harris

Pensions Ombudsman

31 December 2025

Appendix 1

This is a lead Determination for a group of linked cases listed in Appendix 2 and Appendix 3. Each Applicant transferred their pension to a Rowanmoor SSAS and then incurred financial loss as a consequence of investing in high-risk investments. The material facts of the cases are very similar, such that if I were to determine each one separately, I would uphold them on the same basis as the cases above (save for the final 4 cases in Appendix 3). As such my findings and directions in these cases apply to all the cases listed in Appendix 2 and with some variations to the cases listed in Appendix 3 (although, of course, RTL will need to contact different transferring arrangements, in order to ascertain the notional value for the purposes of paragraphs 1 and 2, below), and RTL shall apply the appropriate remedy as set out.

Methodology

1. Within 28 days of the date of this Determination, RTL shall contact the administrator of each arrangement from which a transfer was made into the Applicant's SSAS to obtain a notional value for the former policies as at the date of this Determination, assuming that: (i) they continued to be invested in the same funds that they were at the point they were transferred out, (ii) charges continued to be deducted from the funds.

2. Should the Applicant's SASS or any part of it have been funded through a direct contribution as opposed to a transfer, the notional value for the contributions will be treated as the original contribution amount increased by the return shown by the FTSE UK Private Investors Income Total Return Index from the date of the original contribution to the Date of Determination.

3. The figures calculated in paragraphs 1 and 2 of this Appendix 1 shall, together, be the **Value of Former Policies and Contributions as at the Date of Determination**.

4. To the extent that it is not known already, RTL shall also ask the administrator of each arrangement from which a transfer was paid into the SSAS to confirm the value of those former policies as at the date the transfer was made to the SSAS. Together with the original value of any direct cash contribution made to the Applicant's SSAS referred to in paragraph 2 of this Appendix 1 (but not increased in accordance with that paragraph), this figure shall be the **Value of Former Policies and Contributions as at the Date of Transfer**.

5. RTL shall, within 7 days of receiving those figures, calculate the **Notional Return Factor**, which will be:

$$\frac{\text{Value of Former Policies and Contributions as at the Date of Determination}}{\text{Value of Former Policies and Contributions as at the Date of Transfer}}$$

6. Although I am unable to direct the Applicant to take any particular steps, I am sure they will appreciate that they may be asked to give RTL their authority to enable it to obtain this information to assist in assessing their loss.

7. It is now my intention to ascertain what the Applicants' investment in GPG, Akbuk, TRG, Park First and Store First (the **Investments**) would have been worth today, had they instead remained invested in the former policies. This will be **the Notional Value of the Investments** as at the Date of Determination. This should be calculated as the sum originally invested in the Investments, multiplied by the Notional Return Factor.

8. Finally, in order to determine the loss suffered by the Applicants, it is also necessary to calculate the **Actual Value of the Investments as at the Date of Determination**. Clearly, because of the nature of these investments, this is not an easy process. Accordingly, the Actual Value of the Investments as at the Date of Determination will be calculated in accordance with paragraphs 9 to 12 below.

9. Any Actual Value of the Investments as at the Date of Determination shall be deducted from the Notional Value of the Investments as at the Date of Determination to arrive at the Applicant's initial loss amount (**the Initial Loss Amount**).

10. RTL shall establish the current commercial value (if any) of the Investments, and then pay this sum into the Scheme with RTL taking ownership of the investment.

11. If a valuation is not possible, the Investments shall be valued collectively at £1 and purchased by RTL. That £1 shall be paid into the Scheme.

12. If RTL is unable to purchase the Investments, then it may seek to sell them on the open market, with any proceeds of the sold investments being paid into the Scheme.

13. If RTL elects not to, or is unable to sell the Investments on the open market within 90 days of the date of this Determination, then the Investments shall remain in the Scheme and RTL shall:

    a) Value the Investments at nil in calculating the Applicant's loss and take such steps as may be required to ensure that neither the Scheme nor the Applicant personally incurs any further costs, charges, expenses or other liabilities in relation to the Investments; and

    b) Give notice that the Applicant may, within 45 days of such notice being given, decide if RTL should take ownership of the Investments so that the Scheme may, if the Applicant so wishes, be closed.

14. Whichever option is followed, if the Actual Value of the Investments as at the Date of Determination, including any amount paid in under paragraphs 9 to 12 above, is less than the Notional Value of the Investments as at the Date of Determination, RTL shall pay into the Scheme a sum equivalent to 80% of the Initial Loss Amount (or as specified in Appendix 3). The payment should also allow for any available tax relief, subject to the sum actually paid into the Scheme equating precisely to the sum equivalent to 80% (or as specified in Appendix 3) of the Initial Loss Amount.

15. Given that the FCA is currently seeking the recovery of some Park First and Store First assets with the intention of distributing these to investors, then where full payment has been made by RTL to the Scheme in accordance with paragraph 13 above, any sums

later recovered from the Park First or Store First Investments shall be payable to RTL. Where payment has not been fully made by RTL to the Scheme in accordance with paragraph 13 above, any recovery received under this paragraph 14, up to the amount in paragraph 13 that has not been paid, shall be payable to the Applicant, and the residual recovery, if any, shall be payable to RTL.

16. Given that the insolvency process for GPG has yet to be concluded, and a distribution to investors for that investment is accordingly still possible, then once full payment has been made by RTL to the Schemes in accordance with the preceding paragraphs, any sums later recovered from GPG shall be payable to RTL.

Appendix 2 – Linked cases

The Applicants' complaints are effectively the same as the cases listed in this Appendix 2 below, where each applicant transferred their pension to a Rowanmoor SSAS, and then incurred financial loss as a consequence of investing in high-risk investments. The material facts of the cases are very similar, such that if I were to determine each one separately, I would uphold them on the same basis as the present case. As such my findings and directions in this case apply equally to all the cases listed below, and RTL shall apply the appropriate remedy for each.

Rowanmoor has raised jurisdiction arguments in respect of some of the complaints listed below. I have addressed these where relevant.

Applicants are identifiable by the first letter of their first name and last letter of their surname.

TPO Case Reference	Transferred from, amount and other arguments
CAS-70802-M9G6 – Mr AE	Transfer to a Rowanmoor SSAS of £54,657.43 from Legal & General in July 2015. Invested in Akbuk. RTL has argued that Mr AE's complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to Mr AE in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. The letter stated that it was expected that the Tourist trade would improve the following year. In December 2018, RTL wrote to Mr AE again, explaining that the Limited By Guarantee Company (**the LBG**) linked to the Akbuk investments would potentially be dissolved in 2019. Mr AE brought his complaint to The Pensions Ombudsman on 15 April 2021 and was therefore brought within three years of the December 2018 letter. I have considered the content of the April 2017 letter, and while it does mention a lack of income being paid in that year, I find that there is insufficient warning within this letter to justify a complaint being raised at that time, particularly as RTL did not raise any specific concerns about the performance of the investment in its role as joint trustee. I am unaware of any further warnings in regards to the investment prior to 15 April 2018, and therefore conclude that the complaint was brought within three years of Mr AE raising the complaint with TPO. Mr AE has requested that due to complications with the imminent wind up of RTL and the need to pay legal fees from compensation, it would be preferrable for any compensation to be paid directly to him. I have addressed this request in paragraph 98 above.

CAS-79143-K2X1 – Mr WN	Transfer to a Rowanmoor SSAS of £33,967 from Legal & General and £49,216 from Prudential in 2014. Invested in Akbuk. RTL has argued that Mr WN's complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to him in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was expected that the Tourist trade would improve the following year. I note however that RTL in fact wrote to Stevenson Pride, an unregulated introducer. There is no evidence that this letter was seen by Mr WN. In December 2018, RTL wrote to Mr WN directly, explaining that the LBG would potentially be dissolved in 2019. RTL has further argued that Mr WN ought to have noticed an issue with the investment as income payments had ceased and that this would have been noticeable from the Scheme's bank statements, which he would have received. While this may have been the case, given the tone of RTL's letter in April 2017, stating that despite the lack of income, the tourist trade was anticipated to improve the following year, I am not persuaded that the lack of income would have prompted a complaint until the more significant factor of the potential dissolution of the LBG in 2019, as suggested by the December 2018 letter. Mr WN brought his complaint to The Pensions Ombudsman on 11 October 2021 and was therefore brought within three years of the December 2018 letter.
CAS-81769-M4C6 – Mr CN	Transfer to a Rowanmoor SSAS of £74,626 from Scottish Widows in June 2015. Invested in Akbuk. Mr CN received three income payments from Akbuk, the last in June 2016. RTL has argued that Mr CN's complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to him in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was hoped that the tourist trade would improve the following year. I have not seen a copy of this letter and it is not clear whether this was sent directly to Mr CN or to the unregulated introducer involved in the transfer. On 7 March 2019, RTL wrote to Mr CN directly, referring to an earlier letter dated 17 December 2018 explaining that the LBG

	would potentially be dissolved in 2019. I have not been provided with a copy of the December 2018 letter. On 1 September 2023, Mr CN was asked when he became aware of the problem. In response he informed his representative: "Client advised roughly 4/5 years ago. It was brought to client's attention when he saw a press release regarding this. He tried contacting the sales team regarding the property but received no correspondence. He then joined a group online where the issues were raised with others also. Client contacted Rowanmoor and he said they just really washed their hands and were no help at all so he approached [representative]." Mr CN brought his complaint to The Pensions Ombudsman on 7 December 2021. Given what Mr CN has said about a press release, and the remembered timing of it, I find that the earliest he was aware was 17 December 2018.Therefore I find that Mr CN's complaint was brought within three years of the that letter. Mr CN has requested that due to complications with the imminent wind up of RTL, the need to pay legal fees from compensation and life limiting health conditions it would be preferrable for any compensation to be paid directly to him. I have addressed this request in paragraph 98 above.
CAS-91033-H9K2 – Mr MS	Transfers to a Rowanmoor SSAS of £85,970.72 and £20,898.88 from Standard Life in December 2015. Invested in Akbuk. RTL has argued that Mr MS' complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to him in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was hoped that the Tourist trade would improve the following year. I note however that RTL wrote to Stevenson Pride, the unregulated introducer. There is no evidence that this letter was seen by Mr MS. On 17 December 2018, RTL wrote to Mr MS directly, explaining that the LBG would potentially be dissolved in 2019. RTL has further argued that Mr MS ought to have noticed an issue with the investment as income payments had ceased and that this would have been noticeable from the Scheme's bank statements, that they would have received. While this may have been the case, given the tone of RTL's letter in April 2017, stating that despite the lack of income, the tourist trade was anticipated to improve the following year, I am not persuaded that the lack of income would have prompted a complaint until the more significant factor of the potential dissolution of the LBG in 2019, as suggested by the December 2018 letter.

	RTL has also argued that it understands that Mr MS submitted his complaint to The Pensions Ombudsman in 2022, and therefore the complaint was brought out of time. However, on investigation, it was found that Mr MS's complaint was submitted to TPO by his representative in June 2020, but it was not set up in TPO's system until 2022 in error. I am satisfied that the Application Form was originally submitted by his representative in June 2020. As Mr MS brought his complaint to The Pensions Ombudsman on 12 June 2020 and it was therefore brought within three years of the December 2018 letter.
CAS-80409-L9T8 – Ms DR	Transfers to a Rowanmoor SSAS of £61,417 from Royal London in December 2015. Invested in Akbuk. RTL has argued that Mr DR's complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to him in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was hoped that the tourist trade would improve the following year. In August 2017, RTL wrote to Mr DR again, explaining that as Akbuk resales were currently on hold he could not at that time take benefits, "However, once tourism picks up in Turkey again and the economic situation improves, the Akbuk investment should start generating income from which you can then either take benefits or decide to sell the investment." In December 2018, RTL wrote to Mr E again, explaining that the Limited By Guarantee Company (**the LBG**) would potentially be dissolved in 2019. Mr E brought his complaint to The Pensions Ombudsman on 26 October 2021 and was therefore brought within three years of the December 2018 letter. I have considered the content of the April and August 2017 letters, and while it does mention a lack of income being paid in that year, I find that there is insufficient warning within this letter to justify a complaint being raised at that time, particularly as RTL did not raise any specific concerns about the performance of the investment in its role as joint trustee. Additionally, the August 2017 letter implies that the situation would improve and that income would be paid in future. I therefore conclude that the complaint was brought within three years of December 2018 and was brought in time.
CAS-50408-W6G8- Mr RY	Transfers to a Rowanmoor SSAS of £87,862 from Royal London and £7,413 from Scottish Life in April 2014. A further £1,771 was received from Aviva in July 2014. Invested in Akbuk and GPG.

	Interest payments totalling £3,218 were received from Akbuk. A Pension Commencement Lump Sum of £24,070 was taken in June 2016 and a drawdown payment of £4,000 in June 2019.
CAS-55275-R7Z3 – Mr GN	Transfer to a Rowanmoor SSAS of £56,415.87 from Prudential. Invested in Akbuk and GPG.
CAS-58148-H3V1-Mr PN	Transfers to a Rowanmoor SSAS of £73,499 from Prudential in June 2015. £27,946 in May 2015 and £4,451.15 from Legal & General in September 2015. £4,266 from Aviva in May 2015. £285 from B&CE in April 2015. Invested in GPG and Akbuk. Interest payments totalling £2,896.20 were received from Akbuk.
CAS-58154-G6C1 – Mr RN	Transfer to a Rowanmoor SSAS of £133,718 from Aviva in January 2014, Invested in Akbuk and GPG. Payments totalling £7,240.50 were received from Akbuk. Payments totalling £27,675 were received from GPG. Withdrawals were made from the Scheme of £18,000 in August 2016 and £8,756 in October 2019.
CAS-59410-Z7X8 – Mr IN	Transfers to a Rowanmoor SSAS of £10,953 from Sun Life Financial of Canada in February 2014. £15,791 from Sanlam Investments and Pensions in January 2014. £158,707 from Friends Life in January 2014. Invested in Akbuk and GPG. Payments totalling £9,375.75 were received from Akbuk. Payments totalling £55,370 were received from GPG.
CAS-59412-B2H0 – Ms DD	Transfers to a Rowanmoor SSAS of £34,818 from Aviva in May 2014 and £21,155 received in January 2014 from ReAssure. Invested in Akbuk and GPG. Payments totalling £3,350 were received from Akbuk. Payments totalling £2,100 were received from GPG.
CAS-65350-Q1S0 – Mr JS	Transfers to a Rowanmoor SSAS of £219,103 from Axa Wealth in May 2014 and £13,869 from Aegon in May 2014. Invested in Akbuk and GPG. On review of this case by TPO's Jurisdiction Team it was concluded that the Akbuk investment was brought out of time as Mr JS had said that he was concerned about the investment in 2016 or 2017. As Mr JS's complaint was not brought to TPO until January 2021, it was brought more than 3 years after he had concerns about the investment. A jurisdiction decision explaining

	this was issued by TPO in January 2023. For this reason, Mr JS's Akbuk investment should be excluded from the redress calculation. Mr JS has requested that due to complications with the imminent wind up of RTL and the need to pay legal fees from compensation, it would be preferrable for any compensation to be paid directly to him. I have addressed this request in paragraph 98 above.
CAS-65788-H7X2 – Mr PN	Transfers to a Rowanmoor SSAS of £116,432 from Honda Group UK Pension Scheme in March 2014. Invested in Akbuk and GPG. On review of this case by TPO's Jurisdiction Team it was concluded that the Akbuk investment was brought out of time as Mr PN said that he was concerned about investment in 2017 but did not pursue a complaint at that time due to solicitors costs. As Mr PN's complaint was not brought to TPO until January 2021, it was brought more than 3 years after he had concerns about the investment. A jurisdiction decision explaining this was issued by TPO in January 2023. For this reason, Mr PN's Akbuk investment should be excluded from the redress calculation. Mr PN has raised concerns about the conduct of the introducer which introduced him to Rowanmoor, The Affinity Partnership Assets Ltd. While I have noted Mr PN's submission about their misleading representations and potential fraud, their conduct is outside of my jurisdiction, and I cannot comment further on it.
CAS-71047-K9R7 – Mr MN	Transfers to a Rowanmoor SSAS of £64,786.94 from Scottish Widows and £30,075.20 from Co-op Personal Pension Scheme in June 2014. £15,827.10 from DHL in July 2014. Invested in Akbuk and GPG.
CAS-72320-G1H5 – Ms AS	Transfers to a Rowanmoor SSAS of £11,192 from Friends Life and £67,830 from Guardian Life. Invested in Akbuk and GPG RTL has argued that Ms AS' complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to her in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was hoped that the Tourist trade would improve the following year. I note however that RTL wrote to Stevenson Pride, the unregulated introducer. There is no evidence that this letter was seen by Ms AS. In December 2018, RTL wrote to Ms AS directly, explaining that the LBG would potentially be dissolved in 2019. Ms AS brought her complaint to The Pensions Ombudsman on 14 May 2021 and was therefore brought within three years of the December 2018 letter. I find that the complaint was brought in time.

	Ms AS has requested that due to complications with the imminent wind up of RTL and the need to pay legal fees from compensation, it would be preferrable for any compensation to be paid directly to him. I have addressed this request in paragraph 98 above.
CAS-72423-N2J7 – Mr SY	Transfers to Rowanmoor SSAS of £677 from Phoenix Life on 10 January 2014, £9,069.18 from the Network Flooring Staff Pension Scheme on 14 January 2014, and £107,301 from Standard Life on 27 January 2014. Invested in Akbuk and GPG. Payments totalling £6,700 were received from Akbuk. Payments totalling £19,170 were received from GPG. RTL has argued that the Akbuk investment should be subject to a jurisdiction time limit, however I am unclear of the basis for this argument. The Formal Response received in November 2022 makes no reference to a jurisdiction objection and while later correspondence from RTL indicates it was awaiting a jurisdiction decision on the Akbuk investment, this does not appear to have been articulated further. In the absence of further detail being provided to me, I will proceed on the basis that RTL considers that Mr SY's complaint about Akbuk should be out of time as it wrote to him in or around April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. The letter would have stated that it was expected that the Tourist trade would improve the following year. More likely than not, and as in similar cases, in December 2018, RTL would have written to Mr SY again, explaining that the Limited By Guarantee Company (**the LBG**) linked to the Akbuk investments would potentially be dissolved in 2019. Mr SY brought his complaint to The Pensions Ombudsman in May 2021 and was therefore brought within three years of the December 2018 letter. I have considered the content of the April 2017 letter, and while it does mention a lack of income being paid in that year, I find that there is insufficient warning within this letter to justify a complaint being raised at that time, particularly as RTL did not raise any specific concerns about the performance of the investment in its role as joint trustee. I am unaware of any further warnings in regards to the investment prior to May 2018, and therefore conclude that the complaint was brought within three years of Mr SY raising the complaint with TPO in May 2021.

CAS-75313-K5S6 – Mr JS	Transfers to Rowanmoor SSAS of £75,852.07 and £8,709.78 from Aviva in July and August 2016. Invested in Akbuk and GPG. RTL has argued that Mr JS' complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to her in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was hoped that the Tourist trade would improve the following year. I note however that RTL wrote to Stevenson Pride, the unregulated introducer. There is no evidence that this letter was seen by Mr JS. In December 2018, RTL wrote to similarly impacted Akbuk investors, explaining that the LBG would potentially be dissolved in 2019. Mr JS brought his complaint to The Pensions Ombudsman on 15 July 2021 and was therefore brought within three years of the December 2018 letter. I find that the complaint was brought in time.
CAS-76845-W3J5 – Mr LN	Transfer to Rowanmoor SSAS of £60,097.93 from Friends Life in April 2014. Invested in Akbuk. RTL has said that it wrote to Mr LN in April 2017, however I have not seen a copy of this letter, or any subsequent letters. Mr LN brought his complaint to TPO in August 2021. In the absence of evidence that Mr LN had cause for complaint prior to August 2018, I will proceed on the basis that the complaint was brought in time.
CAS-81275-D3K1 – Mr NT	Transfers to Rowanmoor SSAS of £8,807.71 from Clerical Medical, £22,078.13 from Legal & General and £45,484.93 from ReAssure between April and May 2015. Invested in Akbuk and GPG. RTL has argued that Mr NT's complaint about Akbuk should be considered out of time for the purpose of my jurisdiction, as it wrote to him in April 2017 explaining that Akbuk was unable to pay income and that the situation was likely to continue. It was hoped that the tourist trade would improve the following year. I note however that RTL wrote to Stevenson Pride, the unregulated introducer. There is no evidence that this letter was seen by Mr NT. In December 2018, RTL wrote to similarly impacted Akbuk investors, explaining that the LBG would potentially be dissolved in 2019. Mr NT brought his complaint to The Pensions Ombudsman on 26 November 2021 and was therefore brought within three years of

	the December 2018 letter. I find that the complaint was brought in time.
CAS-82600-T2L3 – Mr GC	Transfers to Rowanmoor SSAS of £45,699 from Prudential and £16,374.96 from Standard Life. Invested in Akbuk and GPG.
CAS-68075-S7D4 – Mr CR	Transfers to Rowanmoor SSAS of £291,477 from Standard Life in April 2017 and contribution of £50,000 made in April 2017. Further periodic contributions totalling £6,300 made between April and December 2017. Invested in GPG.
CAS-76469-Y8N1 – Mr PN	Transfers to Rowanmoor SSAS of £18,913 cash and a holding in Akbuk from Berkely Burke in 2015. The cash balance was invested in GPG. In respect of the Akbuk investment, Mr PN has said: "Thank you for the email, the Akbuk investment was completed in Oct/Nov 2012, I became aware in about 2017 that the monthly rental had stopped being paid and was told by RTL (in the email attached) that scheme was in dire trouble. I invested approximately £50k and was lucky to get a UK FCA payment of £31k in September 2021." Mr PN's complaint was brought to The Pensions Ombudsman in August 2021. As Mr PN has confirmed that he was concerned about the Akbuk investment in 2017, the complaint about Akbuk has been brought out of time. For this reason, Mr PN's Akbuk investment should be excluded from the redress calculation.
CAS-84158-B6L6 – Mr NG	Transfer to Rowanmoor SSAS of £53,000 from a Hargreaves Lansdown SIPP in February 2015. Invested in GPG.
CAS-92924-C1L7 – Mr GN	Transfer to Rowanmoor SSAS of £95,638.13 from Aviva in April 2016. Invested in GPG.
CAS-93201-D6P0 – Mr KB	Transfer to Rowanmoor SSAS of £9,050.22 from B&CE and £41,966.75 in March 2016. Invested in GPG.
CAS-14085-D9V0 – Mrs JH	Transfers to Rowanmoor SSAS totalling £58,536.05 from Scottish Widows in October 2015. Invested in TRG and GPG.
CAS-55266-M7V9 – Ms MD	Transfers to Rowanmoor SSAS totalling £64,304 from Royal London in March 2015. Invested in TRG and GPG.
CAS-57900-C9K3 – Mr GT	Transfer to Rowanmoor SSAS totalling £83,853 from Aviva in April 2014. Invested in TRG and GPG.

CAS-14083-P2K6 – Mr KH	Transfers to Rowanmoor SSAS of £27,807 from Guardian Financial Services in February 2015 and £45,645 from Legal & General in March 2015. Invested in Akbuk and GPG.
CAS-11900-G0P5 – Mr NS	Transfer to Rowanmoor SSAS of £83,316 from Prudential in August 2014. Invested in Akbuk and Store First.
CAS-32924-P6W5 – Mr SS	Transfers to Rowanmoor SSAS of £96,414 from Aviva and £18,352 from the Baxi Group Pension Scheme in June 2014. Invested in Akbuk, GPG and Store First.
CAS-36045-J9S7 – The Estate of Dr CN	Transfer to a Rowanmoor SSAS of £205,000 from an Interactive Investor SIPP in July 2015. Invested in Park First and GPG.
CAS-61481-K1H7 – Mr GS	Transfer to a Rowanmoor SSAS of £96,379 from Aegon in July 2014. Invested in GPG and Best Car Parks. Only the complaint about GPG was accepted for investigation. The complaint about Best Car Parks was declined for investigation in May 2023, and, for the avoidance of doubt, any losses arising from that investment should be excluded from the loss assessment. Payments totalling £29,806.50 were received from the GPG investment. A drawdown of £26,397 was taken in April 2020.
CAS-63493-Q3B8 – Mr JY	Transfers to a Rowanmoor SSAS of £2,765 from B&CE in April 2015 and £71,217 from Prudential in November 2014. Invested in GPG and Park First. Payments totalling £13,068 were received from the GPG investment. Mr JY has requested that due to complications with the imminent wind up of RTL and the need to pay legal fees from compensation, it would be preferrable for any compensation to be paid directly to him. I have addressed this request in paragraph 98 above.
CAS-67765-C6W0 – Mr ND	Transfers to a Rowanmoor SSAS of £3,752 from Standard Life in March 2015 and £169,532 from Allied Domecq in October 2015. Invested in Park First and GPG. A drawdown of £43,324 was taken in November 2015.
CAS-57917-N8D6 – Mr TY	Transfers to a Rowanmoor SSAS of £51,542 from Standard Life in April 2014. Invested in Akbuk and Storefirst. Payments totalling £1,215.41 were received from the Akbuk investment.

	RTL has argued that Mr TY's complaint has been brought out of time. I have addressed this issue and rejected it in paragraphs 55-60 above.
CAS-72624-D4N3 – Ms LS	Transfers to a Rowanmoor SSAS of £83,201 from Nationwide Building Society in January 2015, £26,301 from Marks & Spencer in March 2015 and £36,132 from Royal National Institute for the Blind in October 2015. Invested in Akbuk, Park First and GPG. Only the complaints about GPG and Park First have been accepted for investigation. Ms LS has requested that due to complications with the imminent wind up of RTL and the need to pay legal fees from compensation, it would be preferrable for any compensation to be paid directly to her. I have addressed this request in paragraph 98 above.
CAS-56126-F0X0 - Mr PE	Transfers to a Rowanmoor SSAS of £99,935 in July 2014 and £20,643 in April 2014 from Zurich Life. £43,700 in July 2014 from Halle Towers Pension Scheme and £35,778 in March 2014 from Friends Life. Invested in Akbuk, Store First and GPG. Payments totalling £9,030 were received from the Akbuk investment. Payments totalling £22,755 were received from the GPG investment. RTL has argued that Mr TY's complaint has been brought out of time. I have addressed this issue in paragraphs and rejected it in paragraphs 55-60 above.
CAS-26980-M0R4 – Mr MN	Transfers to a Rowanmoor SSAS of £69,319 from Scottish Widows in April 2015 and £53,015 from Aegon in September 2014. Invested in Park First and GPG.
CAS-89064-G6F0 – The Estate of Mr SR (**the Estate**)	Transfer to a Rowanmoor SSAS of £58,198.55 in February 2014 from Royal London. Invested in Store First and GPG. RTL has argued that the Estate's complaint about the Store First investment has been brought out of time, specifically because following the termination of the sub-lease in March 2016 he requested the Store Pods be sold by letter on 22 March 2016. In his original application to TPO Mr DR said that he first became aware of the problem in November 2019, and TPO received the complaint in June 2022. I have considered this argument, however the failure to sell the investment does not automatically give rise to reason to complain. The guaranteed rental income was still due, and the underlying capital value of the asset was retained. Given the circumstances of

	the investment, I am satisfied that the Estate's complaint was brought within three years of Mr DR's awareness of cause for complaint in November 2019.
CAS-70662-S8L8 – Mr RZ	Transfer to a Rowanmoor SSAS of £56,751 from the Greif UK Pension Scheme in September 2014. Invested in Store First and Akbuk.
CAS-70710-V0L4 – Mr NY	Transfers to a Rowanmoor SSAS of £49,245.60 from the Co-op Pension Scheme in November 2014 and £9,115.21 from Scottish Equitable. Invested in Park First and GPG.
CAS-71051-V1H4 – Ms KE	Transfer to a Rowanmoor SSAS of £160,263.93 from the Marks & Spencer Pension Scheme in April 2015. Invested in Park First and GPG.
CAS-14340-R7P7 – Mr RR	Transfer to a Rowanmoor SSAS of £47,490 from the Warburtons Pension Scheme in May 2015. Invested in Akbuk and GPG.

Appendix 3 – Alternative cases

The complaints listed below have similarities to the Applicants' complaints above, but include variations on the circumstances which are explained and addressed. Nonetheless, in the main, I consider that the similarities are such that if I were to determine each one separately, I would uphold them on the same basis, albeit with amended Directions to account for the individual circumstances of the complaint. RTL shall apply the remedy set out in Appendix 1 in these cases subject to the case specific circumstances.

The final two cases in this Appendix have significantly different circumstances which mean that no redress is payable, for reasons explained below.

TPO Case Reference	Transferred from, amount and other arguments
CAS-44469-B5C8 – Mr DN	In-specie transfer to a Rowanmoor SSAS of two pre-existing Akbuk investments and a cash balance of £69,464 in January 2015. Two further investments into Akbuk were made, totalling £55,076. RTL has argued that Mr N's case is distinct because of the pre-existing, significant investment. I consider that this is a material factor and that the pre-existing investments should be excluded from the loss assessment. To reflect this, for the purpose of the Value of Former Policies as at the Date of Determination and the Value of Former Policies as at the Date of Transfer (set out in paragraphs 1 and 2 of Appendix 1), the in-specie transfers will be treated as having nil value (and shall also, for the avoidance of doubt, not count towards the Investments in paragraph 5 of Appendix 1) . Further, RTL has highlighted that Mr DN appeared to act for a pensions cold calling company. The evidence on this is persuasive, however it does not relieve RTL of its duties to him as a Trustee of the SSAS.
CAS-82579-Q3T1 – Mr CE	Transfer to Rowanmoor SSAS of £46,247 from Berkeley Burke and £20,364 from Royal London in September and October 2014. Invested in GPG. Mr CE invested £61,000 into GPG in 2014 (repayable in 2019) and £10,000 in August 2016 (repayable in 2021). Between 2014 and May 2019, £37,515 had been received as interest payments from the GPG Loan Notes combined. In May 2019, Mr CE appointed a separate corporate trustee to the Scheme (which is not a party to this complaint). The Deed of Appointment and Removal dated 13 May 2019 confirms the removal of RTL as "the Retiring Trustee" and Rowanmoor Executive Pensions Limited as "the Retiring Scheme Administrator".

	In August 2019, with the involvement of the separate corporate trustee, the original 2014 GPG loan note was rolled over, with a further £19,000 invested and a new repayment date of 2024. Due to the involvement of a separate corporate trustee with additional expertise, and its own responsibilities to the Scheme, I have concluded that a different liability for RTL is appropriate and that RTL should be responsible for only 50% of any losses incurred. Therefore, the apportionment of liability set out in paragraph 12 of Appendix 1 will be amended from 80% to 50%. Mr CE disagrees with the apportionment of liability, stating that only £37,515 was received back from the investment as of May 2019. Further, his losses stem from the transfer into the Rowanmoor SSAS based on the advice of Return on Capital, an unregulated introducer who had an established working relationship with Rowanmoor. On appointment of the corporate trustee in 2019, it had no input or liability in relation to the initial transfers or the GPG investment. I have found that RTL holds significant liability in relation to the losses Mr CE has incurred. However, I cannot overlook the involvement of the separate Corporate Trustee in the roll over of the original investment to 2024 or the reinvestment of the £19,000 in August 2019. It is also relevant that of the £71,000 invested while RTL was acting as trustee, over 50% of that was received back into the Scheme through interest. In balancing these facts, I find that my direction of 50% liability to RTL is appropriate. Mr CE has requested that due to complications with the imminent wind up of RTL and the need to pay legal fees from compensation, it would be preferrable for any compensation to be paid directly to him. I have addressed this request in paragraph 98 above.
CAS-88689-T4C8 – Mr AL	In-specie transfer to a Rowanmoor SSAS of pre-existing TRG investments and approximately £60,000 from London Colonial. Residual funds invested in Park First. As the TRG investment was made prior to the transfer to RTL, I find that RTL has no liability for any losses arising from the TRG investment. To reflect this, for the purpose of the Value of Former Policies as at the Date of Determination and the Value of Former Policies as at the Date of Transfer (set out in paragraphs 1 and 2 of Appendix 1), the in-specie transfers will be treated as having nil value (and shall also, for the avoidance of doubt, not count towards the Investments in paragraph 5 of Appendix 1).

CAS-88743-T4F8 – Ms BL	In specie transfers to a Rowanmoor SSAS of pre-existing TRG investments and approximately £40,000 from London Colonial. Residual funds invested in Park First. As the TRG investment was made prior to the transfer to Rowanmoor, I find that Rowanmoor has no liability for any losses attributable to the TRG investment. To reflect this, for the purpose of the Value of Former Policies as at the Date of Determination and the Value of Former Policies as at the Date of Transfer (set out in paragraphs 1 and 2 of Appendix 1), the in specie transfers will be treated as having nil value (and shall also, for the avoidance of doubt, not count towards the Investments in paragraph 5 of Appendix 1).
CAS-53290-M5P3 – Mr MD	In specie transfer to a Rowanmoor SSAS of pre-existing Akbuk investment. The application form suggests further investment was intended into GPG but it is unclear that this proceeded. I find that RTL has no liability for any investments transferred in specie to the SSAS. To reflect this, for the purpose of the Value of Former Policies as at the Date of Determination and the Value of Former Policies as at the Date of Transfer (set out in paragraphs 1 and 2 of Appendix 1), the in specie transfers will be treated as having nil value (and shall also, for the avoidance of doubt, not count towards the Investments in paragraph 5 of Appendix 1). If all investments were transferred in specie and there is no liability attributable to RTL for any subsequent investments, then no distress and inconvenience payment shall be paid.
CAS-71405-G7W3 – Ms NY & CAS-71400-S6F8 – Mr MY	Contributions of £575,000 received by the SSAS between March and August 2016. £600,000 investment portfolio recommended by a regulated financial adviser, Wealthmasters Financial Management Limited. 25% invested in GPG, with the remainder invested in mainstream regulated investment funds. RTL has argued that the involvement of a regulated financial adviser means that it should not be liable for the losses suffered on the GPG investment. I disagree. While there was a regulated financial adviser involved, RTL still had overriding duties in respect of the investment which it appears not have undertaken. It could have unilaterally declined to accept the investment in accordance with its powers under the Rules of the Scheme. While the portfolio was more diversified than the other schemes discussed above, I am of the view that 25% of the Scheme invested in such a high risk UCIS was still excessive and more than a reasonable trustee ought to have made. Nonetheless, I have concluded that a different liability for RTL is appropriate in these circumstances and that RTL should be

	responsible for only 50% of any losses incurred by the GPG investment. Therefore, the apportionment of liability set out in paragraph 12 of Appendix 1 will be amended from 80% to 50%.