

Ombudsman's Determination

Applicant	Ms D
Scheme	Gala Coral Pension Plan (the Plan)
Respondent	The IFA Partnership Ltd (IFAP)

Outcome

1. Ms D's complaint against IFAP is upheld.
2. To put matters right, IFAP has a joint and several liability, with Halebarns Financial Planning Ltd (**HFPL**), (see previous Determination PO-20093) to pay into Ms D's pension arrangement with Royal London, such amount as is necessary so that her monies in that arrangement are of the same value had £415,106 been paid into Ms D's chosen investment on 8 December 2016.

Complaint summary

3. Ms D's complaint is that she has not been provided with appropriate redress for the significant maladministration of IFAP.

Background information, including submissions from the parties

4. Ms D submitted a previous complaint (PO-20093) to this office concerning the actions of IFAP and HFPL in facilitating the transfer of her benefits from the Plan to a personal pension plan with Royal London and the delays that occurred.
5. I determined Ms D's previous complaint on 28 February 2019. I found that HFPL was responsible for the delay in Ms D's transfer due to the maladministration by IFAP acting on its behalf. I issued specific directions for HFPL (on whose behalf IFAP had acted as agent) to put matters right.
6. HFPL was formally dissolved on 11 April 2019.
7. On further investigation Ms D has said that she was introduced to IFAP on the basis that IFAP was an independent financial adviser with the given experience and qualifications to deal with her type of final salary pension. All of her correspondence was with IFAP and not with HFPL. She has had no dealings with HFPL and she finds

it astonishing that IFAP, having been found to be at error in this matter, is now in effect blaming HFPL for the situation which it had caused.

8. IFAP says that it has nothing to do with the claim against HFPL and the matter should be referred to the Liquidator of HFPL.
9. The Liquidator has confirmed that:-
 - Ms D's claim against HFPL would have ranked as an unsecured claim in the liquidation.
 - There was no distribution to any class of creditor in the liquidation.

Ombudsman's decision

10. I previously determined that IFAP had delayed the transfer of Ms D's benefits from the Plan to Royal London. The delay resulted in the transfer paid to Royal London being less than it would have been if the guaranteed transfer value deadline had not been missed. I held HFPL responsible for putting the matter right as IFAP had been acting on its behalf.
11. However, after a further review of the facts as to how IFAP conducted itself in dealing with Ms D's transfer, I find that because of the maladministration committed by IFAP it is equally liable, together with HFPL, to Ms D for the loss she has sustained.
12. IFAP and HFPL are jointly and severally liable to Ms D.

Directions

13. In my previous Directions (PO-20093) I held HFPL solely liable, I now hold IFAP jointly and severally liable. IFAP shall, on a joint and several liability basis with HFPL:
 - within 14 days of the date of this Determination, request that Royal London confirms the sum required in order for Ms D's pension arrangement to be of the same value that it would have been had £415,106 been paid into Ms D's chosen investment on 8 December 2016; and
 - within 14 days of receiving the amount required from Royal London, pay the sum to Royal London for it to be transferred into Ms D's pension scheme.

Anthony Arter

Pensions Ombudsman
24 July 2019