

Ombudsman's Determination

Applicant	Mr L
Scheme	Curtis Banks Giant SIPP
Respondents	Curtis Banks Giant Group (Giant)

Outcome

1. Mr L's complaint is upheld and to put matters right Giant shall pay Mr L £2,381.40. in respect of contributions that it failed to transfer into Mr L's SIPP and £500 for the significant distress and inconvenience which Mr L has suffered.
2. My reasons for reaching this decision are explained in more detail below.

Complaint summary

Complaint against Giant

3. Mr L says Giant failed to:-
 - Provide full details of deductions from his salary paid to the SIPP in 2014/15.
 - Enrol him in the NEST Scheme from 1 April 2016.
 - Allow him to pay AVCs to the NEST Scheme.
 - Deal with his complaints in a helpful and courteous manner.
4. To put matters right Mr L wants Giant to return the transfer out fee for leaving the SIPP plus IFA fees, pay contributions to the NEST scheme to meet its auto enrolment obligations from 1 April 2016 and pay him compensation for the distress and inconvenience it has caused him.

Complaint against Curtis Banks

5. Mr L originally complained to the Financial Ombudsman Service (**FOS**) and an adjudication, not upholding his complaint, was issued on 21 April 2017. Mr L subsequently revised his complaint to FOS on 30 August 2017. Following

consultation with FOS Mr L's complaint transferred to The Pensions Ombudsman (TPO) for investigation. In respect of his revised complaint Mr L says:-

- A legally binding contract for policy ...108 was established on 2 April 2015, but monies were transferred via BACS after 5 April 2015. Curtis Banks then changed the policy number to ...110 to hide the mistake.
 - Curtis Banks have omitted transactions from the SIPP referenced ...110.
 - Curtis Banks failed to provide suitable annual statements, to include all transactions.
 - Despite instructing Humphries IFA that he wanted to make 100% contributions to NEST, units were still bought in the SIPP prior to him not accepting the SIPP's new Terms & Conditions in October 2016.
6. To put matters right Mr L wants Curtis Banks to pay him compensation for wasting his time, to acknowledge that it has mismanaged the SIPP and not answered his questions in a timely manner.

Background information, including submissions from the parties

7. The new employer duties require employers to put certain jobholders into a pension scheme. An employer must:-
- Automatically enrol any eligible jobholders into an automatic enrolment scheme, unless they are already an active member of a qualifying scheme with that employer.
 - Enrol any non-eligible jobholders who give the employer an opt-in notice into an automatic enrolment scheme, unless they are already an active member of a qualifying scheme with that employer.
8. A pension scheme must be an automatic enrolment scheme and/or a qualifying scheme, as set out in legislation.
9. Mr L was a contingent worker for Giant.
10. The SIPP was established in 2014. It replaced Giant's closed scheme with Scottish Widows. The SIPP is part of the Curtis Banks Pension Investment Account. It is only available to individuals advised and introduced by Humphries IFA. Curtis Banks Ltd is the operator of the SIPP carrying out all the administrative work. Its trustee company, Colston Trustees, is the Trustee of each member's Personal Account. The SIPP has three investment platforms to choose from - respectively with Standard Life, Fidelity and Brookes Macdonald.

11. Contributions to the SIPP were made as employer contributions via salary sacrifice. Therefore, employees paid tax and National Insurance contributions on their net pay. The same basis applied to the Scottish Widows scheme.
12. Mr L re-joined Giant in July 2014. From September 2014 Giant paid contributions deducted from Mr L's payslip to the Scottish Widows scheme. In total £13,450.50 was paid to Scottish Widows.
13. Mr L made enquiries with Humphries IFA about joining the SIPP. Humphries IFA notified Mr L that the contributions paid to Scottish Widows could be switched over to the SIPP.
14. Scottish Widows refunded to Giant the contributions that it had received for Mr L.
15. On 27 March 2015 Curtis Banks received Mr L's application to join the SIPP. The plan's reference number stated on the application was ...108.
16. On 31 March 2015 Curtis Banks emailed Humphries IFA that it had changed the plan's reference number to ...110 due to an issue with the numbering sequence. It attached Mr L's original application with the new plan number. No other details were changed.
17. In April 2015 the first contribution (£11,245.50 of the contributions refunded by Scottish Widows) was paid to the SIPP, of which £10,954.84 was invested in the Brookes Macdonald fund purchasing 5,956.9549 units.
18. It is not clear when the first contribution was paid to the SIPP in April 2015. Curtis Banks says the sum was received in the SIPP's bank account on 2 April 2015, while Humphries IFA says the first contribution was applied to Mr L's pension on 13 April 2015. It says:

"Although this fell into a different tax year, there were no real concerns in terms of [Mr L] using previous years allowance as Carry Forward was not required due to the level of planned contributions not breaching the annual allowances."
19. Subsequently, Giant paid monthly contributions in arrears to the SIPP via BACS around the 20th day of each month. This was regardless of Mr L's pay cycle (weekly or monthly). For example, contributions deducted from Mr L's pay in April 2015 were paid to the SIPP in May 2015.
20. While with Giant Mr L had access to an employee portal through which he could access his payslips and other information.
21. In July 2015 Mr L completed a letter of authority to allow Andrew Whiting Wealth Consultancy LLP (**AWWC**) to obtain information about his account in the SIPP.
22. On 26 October 2015 AWWC asked Mr L if he had recently received anything from Giant regarding auto enrolment. Mr L said he had not.

23. On 5 January 2016 Giant emailed its employees about auto enrolment. The email said:-
- Using a 90-day deferral period Giant would auto enrol all eligible employees on 30 March 2016 in the NEST scheme.
 - Initially employees would contribute 1% and Giant 2% of employees' pensionable earnings.
 - Employees had the alternative option of contributing to the SIPP.
 - Further information on NEST and the SIPP would be made available via "your employee portal" nearer to the time of auto-enrolment.
 - "Should you have any questions on automatic enrolment please let your ESO know."
24. Mr L says he did not receive the email.
25. On 13 March 2016 AWWC informed Mr L that Giant should have put him in an auto enrolment compliant scheme, albeit it was able to defer this for up to three months. AWWC notified Mr L that he should contact his Giant representative and ask:-
- Why was he still part of the SIPP when it was not compliant?
 - What were its intentions with regard to its auto enrolment obligations?
 - When was he likely to receive correspondence about this?
26. The next day Giant emailed Mr L that the SIPP was an optional scheme "which if you wish you can opt in, in regard to the auto pension scheme this is know[n] as NEST pension".
27. On 18 March 2016 AWWC asked Mr L if he had signed a form to opt out of NEST. AWWC said that even if he had intended to opt out he should have been put in the NEST scheme. AWWC asked whether Giant had made contributions to the SIPP or if only he was contributing. AWWC said it did not sound like Giant had "really followed procedures here on several fronts!"
28. Mr L replied that he did not think he had opted out. He said he had gone through various documents but had seen nothing related to NEST.

29. On 4 April 2016 Mr L asked Giant:-

- When would he be put into the scheme with NEST?
- Did he have the option to opt out?
- Would he or Giant have to contribute to NEST if he stayed with Curtis Banks (as an active member in the SIPP)?
- For a copy of any correspondence regarding its auto enrolment duties over the last three months.

30. The same day Giant informed Mr L that it was legally obliged to automatically opt him in and make deductions for the scheme with NEST. This would be in his April payroll. He would receive a registration pack from NEST shortly. If he had any queries he should contact NEST.

31. On 17 April 2016 Mr L emailed Giant that he had not received an auto enrolment pack. Giant replied that he would receive the pack once the first contribution had been deducted.

32. On 16 July 2016:-

- Curtis Banks sent Mr L an annual statement for his SIPP Personal Account for the period 8 April 2015 to 7 April 2016. The covering letter was correctly addressed to Mr L. The statement did not include the 2 April 2015 contribution in the £17,293.50 total for 'Contributions in the SIPP during the period'. However, the amount of the first contribution that was invested (£10,954.84) was included under 'SIPP investments' in the 18685.405 total quantity of units purchased in the Brookes McDonald Bal AA fund.
- Mr L emailed Humphries IFA: "Please take notice that I do not want any more units to be bought on my behalf. I.e. All pension monies are to be deposited as cash into the SIPP."

33. On 23 August 2016, Giant wrote to Mr L informing him that as he had a pension set up with Curtis Banks it was not obliged to also auto enrol him into the scheme with NEST. It said if he wished to enrol in NEST he should contact NEST directly.

34. Two days later Giant reiterated its position to Mr L adding if he wanted to join NEST he would need to contact NEST directly to enquire about making voluntary contributions outside of Giant.

35. AWWC notified Mr L that Giant did not understand its duties and enclosed a response from its Pensions Technical team that it strongly suspected that the SIPP was not a qualifying scheme due to the requirement of needing to have a default fund with a 0.75% cap on charges. AWWC said Giant needed to ask Curtis Banks if the SIPP was a qualifying scheme. AWWC said "we will persevere with the transfers that we discussed and the redirection of contributions as discussed."

36. On 25 August 2016 Curtis Banks wrote to Mr L giving one month's notice of changes to the SIPP's Terms and Conditions, effective from 1 October 2016. The letter included details of actions to take if he did not want to accept the changes and informed him that no transfer penalty and no fee changes would apply if he transferred to another pension arrangement within three months of 1 October 2016.
37. On 8 September 2016 Mr L instructed Curtis Banks to sell units in the Brooks Macdonald fund and put the proceeds in the SIPP bank account; and asked whether the SIPP was compliant with Giant's auto enrolment obligations.
38. The next day the E-SIPP Account Manager at Curtis Banks replied. He said:-
- He did not fully understand Mr L's email.
 - It could disinvest funds at Mr L's request from Brooks Macdonald and had already placed a hold on investments following Mr L's earlier telephone request.
 - If Mr L was looking to transfer away it would require details of the new provider.
 - NEST had previously advised that it did not accept personal pension schemes to be transferred to it. He asked Mr L to confirm how he wished to proceed.
39. The same day Giant informed Mr L that the SIPP was not a qualifying scheme. It said in error, as he was a contributing to the SIPP, it had incorrectly deemed that he was not a qualifying employee to be auto enrolled in the scheme with NEST. Giant informed Mr L that he should contact NEST directly if he wished to voluntarily enrol in the NEST scheme.
40. On 12 September 2016 Mr L asked Curtis Banks:-
- The cost of selling units in Brooks Macdonald and placing the proceeds in the SIPP's bank account?
 - The management fee on the fund?
 - How the annual management charge was calculated?
41. Humphries IFA replied to Mr L:-
- There was no charge for selling the units, but the SIPP bank account was not designed to hold cash.
 - The fund management fee was 0.75%.
 - The commission payable was included in the fund management fee.
 - The annual management charge was 0.3% capped at £245 per year plus VAT.

- He could transfer to another regulated and authorised scheme when he wished to.

42. On 14 September 2016 Giant emailed Mr L. It said given that there had been some confusion about the situation as it stood it hoped to provide clarification with the following information. Giant said:-

- Following a deferral period, the date of auto enrolment for its employees was 31 March 2016.
- On that date he had already been set-up in the SIPP, which was a qualifying scheme, via Humphries IFA.
- As such he was not deemed a qualifying employee for the NEST scheme and was not auto enrolled.
- Its statutory obligation was to ensure that its employees contributed to a qualifying workplace pension scheme, unless they were not deemed eligible.
- As it had been contributing to the SIPP on his behalf it would not also enrol him in the NEST scheme.
- The contributions paid to the SIPP were technically employer contributions, consequently it was meeting its obligations as an employer.
- NEST guidelines required it to inform all workers of their new rights, which it did in January 2016, with the exception of employees already enrolled in a qualifying scheme. As he was in the SIPP no further communication was required.

43. The next day Giant informed Mr L that its Legal Manager had spoken to NEST who had advised that he (Mr L) could not pay employee only contributions to the NEST scheme. Consequently, he could not join the NEST scheme on that basis. It said it had no legal duty to contribute as the employer.

44. On 26 September 2016 Mr L instructed Humphries IFA to: “set the pension contribution to 70% as of 26th September 2016 the Curtis banks SIPP”.

45. In October 2016:-

- Giant informed Mr L that it was reviewing the matter with Humphries IFA. It later said it was having a meeting with Humphries IFA “regarding to our offering of the Curtis Banks pension”.
- Mr L complained to FOS about Curtis Banks and Humphries IFA:

“regarding the mis-management of the SIPP, also in relation to missing money which should have been sent to the receiving scheme and false statements by the account manager and the administrators client”.

- Mr L notified Humphries IFA that he wanted to stop pension contributions to the SIPP. Humphries IFA confirmed that it had instructed Giant.
- Mr L asked Humphries IFA why on the pensions portal the Curtis Banks option had been taken away and replaced with the NEST pension. He said he only wanted to stop contributions to the SIPP until the pension matter was resolved. He had not been informed of the “proposed changes” from Giant despite requesting updates virtually daily. He felt Giant had once again breached its obligations as an employer. He asked why the SIPP did not allow him to make personal contributions. He said it seemed he was told one thing and then Giant “and the other parties involved do something else”. He said it had been utterly shambolic from the start.
- Humphries IFA informed Mr L that he could make personal contributions to the SIPP, which could come from his personal bank account. It was able to make the contribution adjustments via Giant on his behalf. It would enquire about the portal and hopefully get some feedback for him.

46. In November 2016:-

- Humphries IFA notified Mr L that it had spoken with Curtis Banks who had advised that his account was still live, and it was unsure why he could not access it. Mr L was subsequently provided with a new login ID.
- Mr L decided not to accept the SIPP’s new Terms and Conditions (for 1 October 2016) and opted into the NEST scheme.
- Mr L informed Humphries IFA that he had asked Giant “to set the personal contribution to 100% - into the NEST work-place pension”.¹
- Humphries IFA emailed the E-SIPP Account Manager at Curtis Banks. It said Mr L had raised queries about two transactions on his account. Namely, why had there been an unauthorised sale of Brooks MacDonald funds on 1 June 2016 and why advisor fees of £15.60 had been debited and credited on 5 June 2015? Curtis Banks explained that the SIPP’s bank account balance was too low in May 2016, so the disinvestment was made to cover scheme fees and advisor’s fees as well as to maintain the 1% balance. Mr L’s contribution was subsequently received resulting in a higher balance than required which resulted in an investment on 2

¹ As only the minimum contribution was payable to NEST (2%, split 1% employer and 1 % employee), Giant could not comply with Mr L’s instruction

June 2016 to revert the SIPP back to 1%. On the second query, it had paid £15.60 from its company account to cover adviser fees as there were insufficient funds in Mr L's SIPP. This sum had been taken back on 25 June.

47. Mr L's last working day on assignment for Giant was 4 November 2016.
48. Mr L transferred from the SIPP to an arrangement with AWWC. The transfer was issued to the receiving scheme on 15 December 2016 via BACS. The transfer penalty applied by Curtis Banks was £250 plus VAT.
49. On 15 February 2017 Giant informed Mr L that he had been enrolled in the NEST portal and all outstanding monies would be sent over in the next month.
50. Mr L left Giant on 6 March 2017. The same month Giant informed Mr L that the last contribution sent to Curtis Banks was in November 2016 for £4,157.19 (in respect of his October 2016 pay).
51. On 13 April 2017 Giant paid a total contribution of £20.02 (split employer contribution £14.30 and employee contribution £5.72) to NEST.
52. The same month FOS turned down Mr L's complaint against Curtis Banks:-
 - It was unable to establish any specific requests that Mr L had made which had not been responded to by Curtis Banks.
 - Curtis Banks had provided a letter dated 16 July 2016 which clearly enclosed Mr L's 2016 annual statement.
 - The SIPP application form detailed that 1.5% of the fund would be paid to Humphries IFA and levied monthly regardless of any transactions carried out during the month. Mr L had signed the form under a declaration that he was satisfied that the amounts of advisor charges had been fully and correctly completed and authorised their payment from the SIPP.
 - Curtis Banks had provided a breakdown of all contributions paid into Mr L's SIPP. These payments were made via BACS and as such Curtis Banks had no control over when they were received.
53. On 30 August 2017 Mr L submitted a revised complaint against Curtis Banks to FOS. This complaint was subsequently transferred to TPO as noted above.
54. Mr L also had contact with The Pension Regulator in 2017. In September 2017 an AE Case Officer informed Mr L:

"To recap on your query, when you previously spoke with my colleague..., early this year, he confirmed that the scheme you were put in was a qualifying scheme for

automatic enrolment which is why you were not put into NEST, as you were in an existing suitable scheme. Giant Professional explained you can only be in one scheme.

Giant Professional confirmed that you decided to leave the Curtis Banks Scheme and opted in to the NEST scheme. Contributions were deducted the following month as you have confirmed, but this happened only once, as you left employment with them after that. Due to an administrative error there was a delay in this being sent to NEST, but this was rectified as soon as it was identified. Therefore, you were put back in the position as if the error had never occurred.

Because of the above, The Pensions Regulator will be taking no further action, unless there is additional evidence which contradicts the above."

55. In late May/early June 2018 Giant paid Mr L £550. This comprised:-

- £250, of which £152.12 represented the employer contributions that would have been paid to NEST if Mr L had been enrolled from 1 April 2016 and the balance a gesture of goodwill "for any confusion and inconvenience you have incurred whilst raising this complaint".
- £300, covering the SIPP transfer fee applied by Curtis Banks.

56. A list of pension deductions made from Mr L's payslip (provided by Giant) and a transactions history for Mr L's SIPP account (provided by Curtis Banks) are detailed in the Appendix.

Curtis Banks' position

57. Curtis Banks says:-

- Mr L's complaint does not significantly differ from that reviewed by FOS.

On Mr L's claim that a legally binding contract for policy ...108 was established on 2 April 2015, but monies were transferred via BACS after 5 April 2015. Curtis Banks then changed the policy number to ...110 to hide the mistake.

- When the SIPP application was received there was an issue with the numbering sequence. The policy reference was duly amended from ...108 to ...110 and Humphries IFA was informed on 31 March 2015.
- On 2 April 2015 Mr L's policy was established and the first contribution (£11,245) was received from Giant via BACS. It therefore fell in the 2014/15 tax year.

On Mr L's claim that despite instructing Humphries IFA that he wanted to make 100% contributions to NEST, units were still bought in the SIPP prior to him not accepting the SIPP's new Terms & Conditions in October 2016.

- It is an execution only SIPP administrator. It acts only on the instruction of the investor or the financial adviser authorised to act on the investor's behalf. It played no part in the investment strategy applied Mr L's policy and cannot comment on the instructions to Humphries IFA.

On Mr L's claim that Curtis Banks have omitted transactions from the SIPP referenced ...110. Curtis Banks failed to provide suitable annual statements, to include all transactions.

- It has no control over the date contributions are paid to the SIPP as employer contributions. It cannot post contributions paid via electronic transfer until they have cleared banking. Payments using BACS can take 3 to 5 working days to clear.
- Annual statements for the SIPP were sent to Mr L.
- The annual statement for 2015/16 did not include the 2 April 2015 contribution in the £17,293.50 total for 'Contributions in the SIPP during the period', as for some reason the statement showed that the policy commenced on 7 April 2015. However, the amount of the first contribution that was invested (as it occurred after 7 April 2015) is included under 'SIPP investments' in the total quantity of units purchased in the Brookes McDonald Bal AA fund. The valuation for the SIPP Client Bank Account is correct.

Giant's position

58. Giant says:-

On pension deductions made from Mr L's salary 2014/15 / the application of pension contributions to the Scottish Widows' scheme after Mr L re-joined Giant

- When Mr L re-joined its employment in July 2014 the Scottish Widows scheme was no longer available to new employees. But as Mr L was a deferred member it paid pension contributions (employer contributions) for Mr L to it.
- Following Mr L's decision to join the SIPP, Scottish Widows refunded the contributions to Giant who relayed the payment to the SIPP. Mr L incurred no financial loss.²

² Giant has since informed TPO that of the total contributions repaid by Scottish Widows, £2,200 was not paid to the SIPP or returned to Mr L. To compensate Mr L for the financial loss it has offered to pay Mr L £2,381.40 (£2,200 plus 8% interest). For non-financial loss (distress and inconvenience) it is willing to pay Mr L £500.

- For each payroll processed it provided an invoice reconciliation (in addition to his payslip) which itemised the employer contributions. This was available to Mr L to view in his employee portal on the same day it was processed.

On its failure to enrol Mr L in NEST in April 2016.

- After the 90-day deferral period following its staging date, as Mr L was already a member of the SIPP it was not obliged to auto enrol him in the NEST scheme at that time. Mr L was informed that he could leave the SIPP and then join the NEST scheme, but he elected not to do so.
- Following Mr L's subsequent decision to leave the SIPP he was enrolled in NEST from November 2016.
- Due to an administration error the first and only payment it was liable to pay to the NEST scheme for Mr L was delayed until April 2017.

On Mr L not being allowed to make AVCs to the NEST scheme.

- Its policy is to make contributions in line with the auto-enrolment minimum contributions.

On Mr L's allegation that various Giant employees abused him when he raised queries about his pension.

- All telephone calls are recorded. It categorically denies Mr L's allegations of abuse, verbal or otherwise by Giant employees.

Adjudicator's Opinion

59. Mr L's complaint was considered by one of our Adjudicators who concluded that further action was required by Giant. The Adjudicator's findings are summarised below:-

- Mr L re-joined Giant in July 2014. From September 2014 Giant paid pension contributions for Mr L to the closed Scottish Widows scheme. In late March 2015 Mr L chose to join the SIPP and Scottish Widows refunded the contributions it had received from Giant on behalf of Mr L. There was no resultant financial loss to Mr L.
- Curtis Banks has explained the reason why Mr L's policy reference was changed from ...108 to ...110. The change had no impact on the plan details.
- Curtis Banks say the first contribution for Mr L (£11,245.50 of the sum refunded by Scottish Widows) was cleared to the SIPP's bank account on 2 April 2015. That is in the same tax year, 2014/15, as the contributions were paid to Scottish Widows.

Contradictorily, Humphries IFA says the first contribution was paid after 5 April 2015 and consequently fell into a different tax year. However, it has advised that, “there were no real concerns in terms of using previous years allowance as Carry Forward was not required due to the level of planned contributions not breaching the annual allowances”. Consequently, irrespective of when the payment was received in the SIPP Mr L does not appear to have incurred any financial loss.

- Later that month £10,954.84 of the first contribution was invested in the Brookes Macdonald Bal AA fund. The annual statement issued to Mr L for year 2015/16 did not show the first contribution paid in the list of contributions received. This was due to the statement recording the plan’s commencement date as 7 April 2015, that is after Curtis Banks say the first contribution was received. However, based on the subsequent contributions that were invested in the Brookes Macdonald fund in that plan year, it is clear that the total ‘Quantity’ of units held in the Brookes Macdonald fund (18685.405100) includes the units purchased with £10,954.84 of the first contribution.
- Excluding the £2,200 that Giant did not pay to the SIPP, the pension contributions detailed in the SIPP’s account transactions history provided by Curtis Banks tallies with Giant’s list of the pension deductions made from Mr L’s payslips.
- Giant’s failure to pay the total contributions deducted from Mr L’s salary to the SIPP amounts to maladministration. To compensate Mr L for the financial loss it has offered to pay Mr L £2,381.40 (£2,200 plus 8% interest). Its offer is reasonable.
- The circumstances of this matter additionally warrant a payment for non-financial injustice (distress and inconvenience) in line with the Ombudsman’s current guidelines. Giant has agreed to pay Mr L £500. The sum is reasonable.
- Mr L says Giant should have automatically enrolled him in the NEST scheme from 1 April 2016, as the SIPP is not a qualifying workplace scheme. It is not clear that Giant should have done that. TPR said the SIPP was a qualifying scheme in its September 2017 letter. Nevertheless, it is not necessary to decide the matter, as Giant has reasonably compensated Mr L in relation to this matter. It has paid Mr L:-
 - The employer contributions (£152) that it would have paid to the NEST scheme if Mr L had been an eligible jobholder from 1 April 2016.
 - Almost £100, for distress and inconvenience caused.
 - A further £300, reimbursing the SIPP transfer fee charged by Curtis Banks.
- Mr L says Giant failed to allow him to make AVCs to the NEST scheme. But Mr L did not opt out of the SIPP until late October / early November 2016. NEST does not accept AVC only contributions. AVCs can only be paid in conjunction with the minimum contribution (paid by the member and the employer).

- Mr L says he was abused by various Giant employees when he raised queries about his pension. Giant denies this and says all calls are recorded. As Mr L has not cited any specific instance(s) when the alleged abuse occurred (including date, time, who he spoke with and what was said) it is not possible to reach a view on the matter.

60. As it is not clear that Mr L has accepted the Adjudicator's Opinion the complaint was passed to me to consider. Mr L has provided his further comments which do not change the outcome. I agree with the Adjudicator's Opinion and I will therefore only respond to the key points made by Mr L for completeness.

Ombudsman's decision

61. Mr L has made various comments that I cannot consider as they are matters that have been previously considered by the Financial Ombudsman Service, or may be matters for, either The Pensions Regulator or the Information Commissioner's Office.
62. Mr L says Giant's scheme with Scottish Widows was non-compliant. But Scottish Widows is not a party to this complaint.
63. Mr L is concerned that he may incur a tax charge if the monies from Giant are paid into his current pension arrangement. But he has provided no evidence that a tax charge would or is likely to be incurred.
64. Mr L says he has yet to bank the compensation amount he received from Giant in relation to auto enrolment / NEST. He says the cheques are now out of date or may possibly be otherwise invalid. If Mr L is unable to bank the cheques he should notify Giant so that it can cancel the cheques and issue fresh ones.
65. I am satisfied that the amount Giant has agreed to pay Mr L will put him, as far as possible, in the position he would now be in if Giant's maladministration had not occurred.
66. I therefore uphold Mr L's complaint.

Directions

67. Within 10 working days of the finalised Opinion Giant shall pay Mr L:
- £2,381.40 (£2,200 plus the 8% interest it has agreed to pay) in respect of its failure to transfer the total contributions deducted from Mr L's salary to the SIPP; and

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- £500 in respect of the significant distress and inconvenience that Mr L has suffered due to its failure in this instance.

Anthony Arter

Pensions Ombudsman
28 February 2019