

## **The complaint**

Miss B complains that Scottish Widows Limited (Scottish Widows) caused delays in the transfer of her ISA to another provider, and as a result she has been disadvantaged financially.

## **What happened**

In April 2023, Miss B decided to transfer her Stocks & Shares ISA held with Scottish Widows to another platform provider who I shall refer to as 'P' in my decision. She completed the transfer form, which was signed and dated on 13 April 2023, with an intended transfer date of 26 April 2023 and sent it to P. The form was stamped as being received by them on 20 April 2023.

On 2 June 2023, Miss B completed an online submission to Scottish Widows following receipt of her Annual ISA statement – she stated she had had no communication regarding the request to transfer the funds, and wanted to confirm the funds would be transferred with immediate effect.

On 8 June 2023, Scottish Widows sent a letter to Miss B confirming that she needed to contact the receiving company for the ISA to complete the required form, and stated that they had not received a transfer request for her ISA at that time.

On 12 June, YBS sent a letter to Scottish Widows enclosing the transfer form signed by Miss B on 13 April 2023. This was received by Scottish Widows on 19 June 2023. Following receipt of this, Scottish Widows instigated the process of encashing Miss B's ISA, and a cheque was issued on 21 June 2023 to P.

Miss B complained to Scottish Widows on 30 June 2023. She was unhappy that Scottish Widows had not acted on the transfer request in April 2023, and wanted to be compensated for the investment loss experienced by her ISA between April and June when the transfer was completed.

On 6 July 2023, Scottish Widows issued a response to Miss B's complaint. It did not uphold the complaint. Scottish Widows confirmed they received the transfer form (with a covering letter dated 12 June 2023) on 20 June 2023, and placed the deal to sell the assets within the ISA on the same day – priced on 21 June 2023.

Miss B was unhappy with this outcome and referred her complaint to this service. In her submission she stated that P had sent transfer requests to Scottish Widows by post and email on 27 April, 14 June and 26 June 2023, which were not actioned by Scottish Widows and at the time of her submission, 16 July 2023, the funds for the transfer had not been received by P. It has subsequently been confirmed that the cheque has been received by P.

One of our investigators considered Miss B's complaint. Having done so, he came to the conclusion that although Miss B was of the belief that transfer instructions had been sent by P to Scottish Widows a number of times there was no evidence of this, and therefore did not find Scottish Widows responsible for the delays in the transfer.

Miss B was unhappy with the investigator's view and as a result Miss B's complaint has been forwarded to me for a final decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Before getting into the detail of the complaint, I would like to firstly reiterate the purpose of this service, which is as an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focused on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective – after taking all the factors and circumstances of a complaint into consideration.

When transferring an ISA, the onus lies with the new ISA provider to supply the transfer form to the customer for completion, and then forward to the existing provider to complete the transfer. Scottish Widows were therefore reliant on P forwarding the transfer form to the correct department in order to instigate the transfer with Scottish Widows. Miss B states that P sent the transfer form to Scottish Widows on 27 April, 14 June and 26 June 2023, however these were not received. I note that the third date that has been stated is after the cheque for the transfer proceeds had already been sent from Scottish Widows to P.

Scottish Widows have stated that the first transfer form they received from B was received on 20 June 2023 (with a covering letter dated 12 June 2023). In addition, they have provided a copy of this letter, which enclosed a copy of the transfer forms completed and signed by Miss B on 13 April 2023 (date stamped as being received by P on 20 April 2023). The covering letter does not reference previous attempts to send the transfer forms. Although this is not in itself evidence that P did not send the transfer forms on the other dates indicated by Miss B, I think it is reasonable to conclude that if they had sent copies of the transfer forms on previous occasions, it would be likely that these would have been referenced in the correspondence sent. I note that the transfer forms sent on 12 June 2023 were sent shortly after Miss B's correspondence with Scottish Widows on 8 June 2023, when Scottish Widows confirmed they had not received any transfer requests, and asking Miss B to contact the receiving company P in order to complete the client authority form.

Having not been provided with evidence that supports the assertion that P did send the completed transfer documentation to Scottish Widows a number of times, it would not be reasonable for me to hold Scottish Widows responsible for not having received it.

I note that following receipt of the transfer form on 20 June 2023, Scottish Widows placed the deals to sell the ISA assets in order to transfer the settlement proceeds on 20 June 2023 with a settlement date of 21 June 2023 and payment was made to P on that day. Scottish Widows have provided a screenshot of their system demonstrating that this was done, which also confirms that it was sent to P. I note that in their covering letter, P had requested a cheque be issued. Miss B confirms that the cheque was received by P on 18 July. Whilst this is longer than I would expect a cheque to take to arrive with a third party, I think it is more likely than not that this was due to postal issues and cannot be attributed to any error on the part of Scottish Widows.

As part of her submissions to this service, Miss B has supplied an email thread relating to a previous delay in receiving funds from an investment held with Scottish Widows. Whilst I can understand Miss B's frustrations, and the reason that she has associated Scottish Widows with both delays, there is no evidence of the two instances being linked in any way, nor an

indication of Scottish Widows employing unfair practices resulting in delays for Miss B. Miss B has stated in her response to the investigator's view that she thought that Scottish Widows were using their claim that they didn't receive any transfer documentation to avoid taking any blame. I have considered whether it is reasonable to conclude that Scottish Widows may be doing this. As a regulated entity, there is an expectation that Scottish Widows would provide all the evidence it has in relation to a complaint for this service's consideration. I have used this principle when coming to a decision and have relied on the evidence provided by both parties.

For the reasons above I do not find that Scottish Widows have acted unfairly nor have their actions resulted in Miss B encountering financial loss and accordingly do not uphold Miss B's complaint.

### **My final decision**

For the reasons stated above I do not uphold Miss B's complaint about Scottish Widows Limited and the delays she experienced in transferring her stocks and shares ISA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 16 May 2024.

Joanne Molloy  
**Ombudsman**