

The complaint

Mr V is unhappy with the time taken to transfer his self-invested personal pension (SIPP) benefits from Barclays Bank UK PLC (Barclays) to another provider.

What happened

The history leading up to this complaint is well known to the parties and therefore I have only summarised events below.

Mr V held a SIPP with Barclays but wanted to move his SIPP benefits to another provider, who I will refer to here as Provider C, because of its lower charging structure. On 29 March 2023, Barclays received an instruction to transfer the account in specie (in the same state) to Provider C.

On 5 April 2023 Barclays processed the instruction and sent a confirmation valuation to Provider C. Barclays said they didn't receive a response from Provider C, so they sent them a further email on 11 April 2023.

Provider C responded to Barclays on 13 April 2023 letting them know that Provider C could not accept the asset contained within Mr V's SIPP.

Following this, on 15 April 2023, Barclays contacted Mr V regarding what he wished to do. Mr V subsequently cancelled the instruction to transfer his SIPP in specie on 26 April 2023. On 9 May 2023 Barclays said they received an instruction from the SIPP administrator for the asset to be sold and for the cash balance to be transferred to Provider C. Barclays said they sold the holding the same day.

On 11 May 2023, Barclays provided the SIPP administrator with the balance of the account and transferred the funds to the administrator on 15 May 2023. The next day the administrator confirmed a CHAPS payment was made to Provider C.

Mr V then complained to Barclays about the time taken to complete the transfer. Barclays responded that they hadn't made any mistakes and so didn't uphold the complaint.

Dissatisfied with this response, Mr V referred his complaint to this service for an independent assessment. One of our investigators looked into things, but she didn't think that Barclays had done anything wrong.

Mr V didn't agree and so the complaint has been passed 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.

Having done so, I have reached the same conclusions as the investigator and for broadly the same reasons.

When considering what is fair and reasonable, I have taken into account relevant law and regulations; regulator's rules, guidance and codes of practice; and what I consider to have been good industry practice at the time.

Where the evidence is incomplete, inconclusive, or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

At the outset I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the industry regulator, the Financial Conduct Authority (FCA). Instead, this service looks to resolve individual complaints between a consumer and a business. In order to uphold a complaint I would need to find that something has gone wrong and that a consumer has lost out as a result. I would then ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred

It's clear to me that Mr V has strong feelings about this complaint. He has provided detailed arguments to support his case which I can confirm I've read and carefully considered. However, I trust Mr V will not take the fact that my findings focus on what I consider to be the central issues, as a discourtesy. The purpose of my decision isn't to address every point raised, but instead to set out my conclusions and reasons for reaching them.

I understand that Mr V is disappointed with how long it took for the funds held within his Barclays' SIPP to transfer to Provider C. But having reviewed everything that has been provided, I'm not persuaded that Barclays caused a delay or otherwise took actions here that caused Mr V to lose out financially during the transfer.

I say this because, from the evidence I have available, Mr V first's instruction to transfer was received by Barclays on 29 March 2023 and cancelled by Mr V on 26 April 2023 after he learned that he couldn't complete the transfer in specie as he intended. This was because Provider C couldn't accept the in specie transfer. I appreciate that this would be frustrating for Mr V, but I consider that Barclays did follow his initial instructions in a timely manner and any delay caused by having to cancel the transfer request and initiate a second was not something I can fairly hold Barclays responsible for in these circumstances.

And when Mr V's subsequent instruction for his SIPP benefits to be transferred as cash was submitted, Barclays immediately actioned this and the cash sum was transferred to Provider C within five working days. In light of the complicated nature of pension projects in general, the safeguarding requirements of the regulator, that the assets within the SIPP had to be sold before a cash transfer could take place, and the sheer number of parties involved in a transfer of this kind, I consider this a reasonable turnaround. So I don't agree that Barclays caused a delay here.

I understand that Mr V is particularly concerned that Barclays delayed the transfer so they could benefit from the interest accrued on his cash funds. But as I've explained, I don't consider that Barclays caused any delay. And furthermore, Barclays are required to follow the rules set by the Financial Conduct Authority (FCA), the industry regulator, regarding client money. Barclays has said that client money is held separately from its own, and they do not benefit from any interest on client money. I've seen nothing to suggest this is not the case here. And this Service does not undertake financial audits of businesses. Our role is to resolve individual complaints. So if Mr V has concerns that this is a widespread problem that may affect many other customers, he can report these to the FCA directly.

So, for all these reasons, whilst I know Mr V will be disappointed with this outcome, I'm not upholding his complaint.

My final decision

For the reasons I have set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 26 July 2024.

Jennifer Wood
Ombudsman