

First posted: Sunday 22 October 2023. Last revised: Sunday 29 October 2023.

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Obstruction and Incompetence re SIPP

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Sunday 1 January 2023

Preface

Visitors to this web page would best begin at the end, with the e-mail dated Monday 24 January 2022 from me to The Pensions Ombudsman. This, because that e-mail provides a succinct introduction to the matter in hand. Thereafter, feel free to refer to whatever else is of interest.

For ease of navigation, I would have preferred the section headings in the left frame of this web page to be collapsible. But, without much additional time and effort, I cannot achieve this. As readily achievable alternatives in this particular respect, I have uploaded two additional files, as follows.

(1) A docx file, best opened in Word, and viewed in Web Layout, which includes the content in the right frame of this web page, plus the content at the head of the left frame. You can navigate using the Navigation Pane (Word's automatic left frame with collapsible headings).

You can access it [<here>](#), for downloading, and open it accordingly.

This file can also be opened in LibreOffice Writer, viewed as Web, and similarly navigated using the Navigator pane. But you will need to work harder than in Word.

(2) A pdf version of the docx file. You can navigate it using the Bookmarks pane (Adobe Reader). You can access it [here](#).

Rationale

Primarily, what follows below is the content of a letter dated Monday 3 January 2022 from me to Paul Reilly, Ombudsman, Financial Ombudsman Service, in response to his "Final decision".

Mr Reilly's "Final decision" concerned my complaints about obstruction and incompetence at Hartley Pensions, Bristol, in the administration of my SIPP. My letter (Monday 3 January 2022) not only details those complaints but it also lays bare the subsequent obstruction and incompetence of the Financial Ombudsman Service in supposedly addressing them.

As a result of later developments, the entire exercise was futile: because not only had ThinCats entered administration (on Thursday 15 April 2021, as noted below), but Hartley Pensions subsequently entered administration also (on Friday 29 July 2022). As such, my SIPP funds are no longer monitored by Hartley Pensions; instead, they now lie at the mercy of insolvency practitioners.

So why publish this account? Because - as you can see in the letter below - I expressed my firm intention to do so. (I shall get no benefit whatsoever - quite the opposite - from exposing this multitudinous obstruction and incompetence, but it may be of some benefit to someone.)

Letter Dated Monday 3 January 2022 from Me to Paul Reilly, Ombudsman, Financial Ombudsman Service

Monday 3 January 2022

Dear Mr Reilly

Hartley Pensions, Bristol: Obstructive and Incompetent

Final Decision

To benefit from the headings incorporated in this letter, if you are viewing it in Word format, please be sure to have the Navigation Pane open. Also, you might find it helpful to use Word's split window facility, or you may prefer to open two windows.

If you are viewing this letter in pdf format, please be sure to open Bookmarks in the panel on the left.

I have my doubts - amounting near enough to certainty - that you will choose to read this letter, and I consider it most unlikely that I shall get a reply. Before you consign it to the bin, however, you might at least search for the next two occurrences of *, which I have used to mark an "astonishing volte-face" by you concerning what you first thought would be a "fair approach" (in your rôle as adjudicator).

In other respects, also, you would do well to give this letter careful attention.

It appears to be intended (according to Chris du Casse, 6 December 2021) to publish what is an inaccurate - dishonest - account of events on the Financial Ombudsman Service website. And I note that he has already - disgracefully - sent a copy of that account to Hartley Pensions.

I have previously exposed one lot of institutional dishonesty on one of my web pages: [Dishonesty \(and Cover-Up\) at Warton Parish Council](#). As things stand, I shall be adding another such page to my website. Which is the main reason why I have made considerable effort to present an accurate version of events in this letter.

I have provided a copy of this letter to Mr du Casse and Sarah Milne because the matter concerns them also. And, because I have needed to make passing mention of her in the letter, I have provided a copy to Jennifer Moody.

The appendix contains my annotated transcript of your "Final decision" dated 6 December 2021. The annotations include exact dates, to allow efficient cross-referencing, and **highlighting**. This last, among other purposes, draws attention to numerous mistakes of yours in reaching that decision, which is consequently ill-founded, muddled and confused in respect of annuity purchase in particular.

In your decision you make frequent reference to "terms and conditions", but fail to identify sufficiently carefully which of the various documents you are referring to.

You also write that "One of our investigators has looked at Mr E's complaint". In fact, there have been three such (prior to you).

For the record, I have provided a definitive account below in these last two respects.

But first below is Some Clarification of the Muddled Waters.

These three sections are followed by my well-founded Conclusion.

NOTE In what follows, current editorial comment, or annotation, (by me) is set apart in brackets []. Where there is previous such comment or annotation, in my transcripts I have used braces {} to identify that comment as historical.

Some Clarification of the Muddled Waters

Background

My Single Asset Version of EvolutionSIPP (or Low Cost EvolutionSIPP), exclusive to ThinCats, was established on 10 December 2015. It was a direct offer, or execution only SIPP, and available only via [SIPPclub](#) (Brian Bennis).

There was - and probably still is - a full version EvolutionSIPP which allowed investment in a variety of asset classes, and which cost more than the Single Asset Version of EvolutionSIPP. Both versions of the EvolutionSIPP appear to have the encompassing title of Greyfriars Preferred Retirement Account.

Initially, my Single Asset Version of EvolutionSIPP was operated by Greyfriars Asset Management, Leicester. They entered administration on 23 October 2018.

On 1 November 2018 I received a letter dated 29 October 2018 from Denis McHugh, Chief Executive Officer, Hartley Pensions, Bristol. This included the following two paragraphs.

I would like to welcome you to Hartley Pensions Limited as the new operator of your SIPP. ...

These changes will not have any impact on the investments, day to day administration and fees of your SIPP.

In the letter dated 5 December 2019 from Gareth D'Arcy, Hartley Pensions, to me, there is allusion to, and questionable expansion upon, this declaration by Mr McHugh, as follows.

... the Greyfriars client base was acquired by Hartley Pensions Ltd and all clients were written to [29 October 2018] explaining the novation to [mistake for transfer to] the new SIPP operator. Upon novation [substitution of a new obligation for the one existing], all existing terms and conditions remained unchanged and no prior liability was accepted.

ESF Capital (European Speciality Finance) took out a majority stake in ThinCats in December 2015. They changed the business model, such that, by early-2019, investment opportunities on ThinCats for individuals (retail investors) had fallen dramatically: all-but dried up. And so I began seriously to seek to expand my SIPP options, to include Assetz Capital and / or RateSetter (an effort tentatively begun 18 November 2018, and concluded 5 September 2019).

It was during this widespread and persistent search - by enquiring directly with several likely SIPP operators / providers for one that offered the possibility of investment on more than one peer-to-peer platform within a single SIPP (I found only one) - that I began to have my doubts about Hartley Pensions. I got the impression that they were deliberately obstructive concerning the Single Asset Version of EvolutionSIPP. And when I pressed my enquiries with them I also got the impression that they were incompetent in their administration of it.

ThinCats entered administration on 15 April 2021.

Course of Complaints

I made my first formal complaint to Hartley Pensions on 15 October 2019. This was soon augmented: 26 November 2019, 28 November 2019, 29 November 2019.

The response by Mr D'Arcy (5 December 2019) was all-but comprehensively unsatisfactory. I replied on 7 January 2020, but got neither acknowledgement nor reply.

I referred my complaint(s) to the Financial Ombudsman Service on 9 March 2020. I got the first incorrect assessment (verbal) on 23 March 2021.

Nature of Complaints

I summarise my complaints here - in the order in which they are expressed in the letter dated 9 March 2020 from me to the Financial Ombudsman Service.

What follows in the next five sections is for completeness. If the details are initially of little interest, feel free to jump straight to the last - most significant and readily understood - of these sections: Fee for Annuity Purchase.

Obstruction and Incompetence

Mostly, I stand by my historical charges of deliberate obstruction and incompetence by Hartley Pensions. (I could be forgiven for suspecting - a fortiori - that the same charges could be levelled at the Financial Ombudsman Service, as this letter testifies, several times over. As an incontrovertible example, search for RL360.)

I first formed the impression of deliberate obstruction by Hartley Pensions concerning the Single Asset Version of EvolutionSIPP as a result of them being so poor at responding to enquiries (18 November 2018 to 5 September 2019).

In the letter dated 9 March 2020 from me to the Financial Ombudsman Service, I gave "five specific examples of what I regard as their incompetence". I can maintain (without question) only three of these, and it is not worthwhile to repeat them here, except that which is incidental to the cavalier withdrawal of £2419.89, next.

Cavalier Withdrawal of Funds

On 28 November 2019 I enquired with ThinCats:

Why the withdrawal of £2419.89, dated 28 November 2019, please?

I was told - much to my surprise and annoyance - that the withdrawal (from my ThinCats account to my Cater Allen account) had been requested by Alexander Batt, Hartley Pensions. I protested accordingly (primarily about the manner of the withdrawal) on 29 November 2019. Mr Batt's response caused me to add to the catalogue of formal complaints to Hartley Pensions.

NOTE 1 In response to these complaints, the letter dated 5 December 2019 from Mr D'Arcy to me, includes the following paragraph (which is accurately transcribed).

I understand there has been some confusion around your annual fee for this year, I must first apologise as we would normally look to send out an invoice showing that you have insufficient funds before processing a withdrawal in order to make up the shortfall. This hasn't happened on this occasion, so I would like to thank you for bringing this to my attention, it has been fed back to the relevant department.

NOTE 2 In the letter dated 7 January 2020 from me to Mr D'Arcy, there is the following.

... I have received (13 December 2019) an Insufficient Funds letter dated December 2019, with invoice dated 30 November 2019 attached. If this is not incompetence ... [when the necessary funds had been extracted by Mr Batt on 28 November 2019], what is it?

Minimum Level of Cash

In part because I suspect Hartley Pensions have failed to make due distinction between costs for the Low Cost EvolutionSIPP and the full version EvolutionSIPP, I believe that the following was substantially justifiable.

In brief: either the minimum level of cash in my Cater Allen account can be £1000 (as in the Schedule of Fees, Single Asset Version of EvolutionSIPP); or, in the present circumstances, it can be £0 (as argued in my letter dated 7 January 2020).

Events, however, have cancelled the £0 alternative.

And, because Hartley Pensions can legitimately alter the rules, regardless of what might be considered fair and appropriate, probably the £1000 alternative must also be abandoned.

Fee for Cash (Lump Sum) Withdrawal

It is not at all clear - to me - from the Schedule of Fees, Single Asset Version of EvolutionSIPP, what the one-off fee for a cash withdrawal should be.

In response to my specific and unambiguous enquiry (21 October 2015), Mr Bennis replied, in effect: £125 + VAT = £150. Or, in his own words: "Extracting a lump sum is a

pension payment and so will incur a drawdown charge of £125 [+ VAT] per year".

On the other hand, Hartley Pensions maintain (1 November 2019, 4 November 2019, 25 November 2019) that the fee is £250 + VAT = £300; "Calculation and initial payment of benefits per crystallisation".

In his response (5 December 2019) to my several complaints, Mr D'Arcy failed to address this matter.

Justice surely requires that the fee should be, as first advised, £125 + VAT = £150.

Fee for Annuity Purchase

In respect of annuity purchase, the Schedule of Fees, Single Asset Version of EvolutionSIPP, is perfectly clear: "Annuity purchase: £175 [+ VAT]".

As a matter of form, I enquired with Mr Bennis (21 October 2015) about annuity purchase with a third party, and he confirmed the above figure.

The Greyfriars Preferred Retirement Account ... Key Features Document states (p [4]): Lifetime Annuity: "Under this option ... monies [are] transferred to an insurance company of your choice".

NOTE This document was superseded when Hartley Pensions became "the new operator of your SIPP" (by 1 November 2018).

The corresponding wording of the (revised) Key Features of the Greyfriars Preferred Retirement Account is closely similar (p 4): "monies are transferred to an insurance company of your choice".

Hartley Pensions, however, maintain (25 November 2019, 26 November 2019, 28 November 2019) that the fee is £250 + VAT = £300; "We do not offer annuities, so if you are wishing to purchase an annuity this would need to be done as a cash transfer out to the annuity provider"; "we do not offer annuities so the 'annuity purchase' fee cannot be applied".

In his response (5 December 2019) to my several complaints, Mr D'Arcy made the offer of annuity purchase at £175 [+ VAT] as "a concession on this occasion" - ie, once only. Which is surely out of order.

Terms and Conditions (Single Asset Version of EvolutionSIPP)

There are two lots of terms and conditions to be considered, as follows.

Terms and Conditions at Inception

The terms and conditions at inception (10 December 2015) consisted of two documents, as follows.

Schedule of Fees, Single Asset Version of EvolutionSIPP

Schedule of Fees, Single Asset Version of EvolutionSIPP.
(Dated 31 July 2015. 2 pp, unnumbered.)

My copy of this document was received from Mr Bennis, acting on behalf of Greyfriars Asset Management, on 4 November 2015. I signed and dated that copy on 30 November 2015, and sent it to Greyfriars Asset Management as part of my application. They returned the original to me with a letter dated 11 December 2015 which confirmed me as a client.

The following is a list of all fees payable ... for the administration of the SIPP [ie, Single Asset Version of EvolutionSIPP]. They ... enable you to clearly see the costs of running your SIPP ...

If you diversify into other assets [than those on the ThinCats platform], you'll be switched to EvolutionSIPP under a separate Schedule of Fees. ... (p [1])

Annuity purchase: £175 ...

Please read these notes carefully and ensure that you understand them fully before signing your agreement to the fees below. ...

1. All fees are subject to VAT at the prevailing rate.
2. All fees are reviewed annually and GAM [Greyfriars Asset Management] may increase the fees: GAM will inform you of any increases in fees and when they will be applied.
3. Fees will be deducted directly from the member's [Cater Allen] SIPP bank account after presentation of an invoice.
4. GAM will advise you when fees are due and when they will be taken.
5. A minimum level of cash of £1000 needs to be retained in the [Cater Allen] SIPP bank account. (p [2])

This document is very largely still applicable.

Greyfriars Preferred Retirement Account ... Key Features Document

The Greyfriars Preferred Retirement Account (GPRA), A Self-Invested Personal Pension (SIPP), Key Features Document. (Probably, dated July 2015. 7 pp, unnumbered.)

Greyfriars sent me a copy of this document with a letter dated 11 December 2015 which confirmed me as a client. The document used to be available via the Greyfriars website (when that existed), but I can find no exact copy of this document currently on line.

While this document is intended to be an accurate summary of the key features of the scheme, in the event of any discrepancy between it (or any similar literature) and the scheme Rules, the Rules will prevail. ... (p [1]) ...

Lifetime Annuity:

Under this option ... monies [are] transferred to an insurance company of your choice ... There are several different types of annuity, each of which can be tailored to your personal requirements. ... (p [4])

I expect the "Rules" were available via the Greyfriars website, or on request.

This document was superseded - by Key Features of the Greyfriars Preferred Retirement Account - when Hartley Pensions became "the new operator of your SIPP" (by 1 November 2018).

Subsequent and Currently Applicable Terms and Conditions

There are three associated, but distinct, documents which need to be consulted for the current terms and conditions. In chronological order of applicability, they are as follows.

Schedule of Fees, Single Asset Version of EvolutionSIPP

Schedule of Fees, Single Asset Version of EvolutionSIPP.

This is the document already noted above, in Terms and Conditions at Inception.

Terms and Conditions for the Hartley Pensions ... SIPPS

Terms and Conditions for the Hartley Pensions Limited ("Hartley") SIPPS. (Dated May 2018. 19 pp, unnumbered.)

This document is downloadable from the section headed Key Features Documents on the [Literature](#) page of the Hartley Pensions website. Currently, the document is indicated as modified 31 July 2018, though the document itself carries the date May 2018 on the final page.

10.1 The administration charges are detailed in the Key Features Document relevant to your Hartley SIPP [viz, Key Features of the Greyfriars Preferred Retirement Account, next]. ... (p 9)

Key Features of the Greyfriars Preferred Retirement Account

Key Features of the Greyfriars Preferred Retirement Account. (No date; written during tax year 2018/19 (p 3). 7 pp.)

This document is also downloadable from the section headed Key Features Documents on the [Literature](#) page of the Hartley Pensions website - where it is labelled "Greyfriars Key Features Document" (modified 16 April 2019).

... [you will] pay our fees promptly as outlined within our fee schedule [viz, Schedule of Fees, Single Asset Version of EvolutionSIPP], as amended from time to time. ... (p 1) ...

... An annuity: your SIPP assets are sold and the monies are transferred to an insurance company of your choice, who will pay you a regular, taxable, income throughout your lifetime. There are several different types of annuity, each of which can be tailored to your personal requirements. ... (p 4)
...

The SIPP fees are taken annually in advance [sic] on the SIPP anniversary date. The SIPP fees are detailed in the current SIPP Fee Schedule [viz, Schedule of Fees, Single Asset Version of EvolutionSIPP] which is available from your financial adviser or Hartley Pensions Limited. All fees are subject to VAT and may increase with RPI. The SIPP fees are not based on the performance of the investment.

All fees are reviewed regularly and can be subject to change. Any changes to the SIPP fees will be announced 30 days prior to these changes coming into effect.

If investments within the SIPP are not income generating then a minimum level of cash in the SIPP bank account or readily realisable assets of £2000 needs to be retained in the SIPP.

An invoice for the annual SIPP fees will only be provided if there are insufficient funds in your SIPP and alternative arrangements are required to settle the fees. An invoice can still be provided upon request. ...

The SIPP [Greyfriars Preferred Retirement Account (GPRA)] was established under master trust deeds and sets of rules, copies of which can be made available on request. ...

Your SIPP will maintain a separate bank account with Cater Allen bank which will be controlled by Hartley. ... (p 6)

Participating Investigators (Financial Ombudsman Service)

Prior to the adjudication by Mr Reilly (6 December 2021), there have been three investigators who have "looked at" my complaint (9 March 2020).

Jennifer Moody

20 November 2020 to 16 December 2020

In an e-mail dated 20 November 2020, Ms Moody announced that she would "be the investigator looking into this complaint whilst it is with the Financial Ombudsman". Next, she sent me a holding e-mail dated 14 December 2020, and a substantive e-mail dated 16 December 2020, when she appeared to have the matter well in hand. I replied to this last e-mail the same day (16 December 2020), including the following paragraph, in response to her request.

I have not retained any of the e-mails that passed between Mr Bennis and me during that period [20 October 2015 to 9 December 2015]; only copies of my own records made at the time. I have appended below - in full - copies of such records dated 20 October 2015 and 21 October 2015. (Whether Mr Bennis might have retained such e-mails, I do not know. In my experience, he replies very quickly to enquiries.)

I heard no more from Ms Moody.

Chris du Casse

Mr du Casse gave advance notice of his (first faulty) assessment in a telephone call on 23 March 2021.

He gave a revised assessment in an e-mail dated 25 March 2021. It, too, was faulty.

He gave a further revised assessment in an e-mail dated 13 July 2021. And it, too, was faulty.

Telephone Message and Subsequent Call; 23 March 2021

I have kept a comprehensive record of communication - both ways - in a Word file, Financial Ombudsman Service.docx. It includes the following.

Chris du Casse ... telephoned 11.39 am Tuesday 23 March 2021 and left a message. He is handling my complaint, replacing Jen Moody. Wants a "quick chat". ... {This caused me to check my file.}

He called again at 2.07 pm for nearly 25min (during which I had my file open in front of me). Quality of service from Hartley Pensions is not within Financial Ombudsman Service remit (not being a regulator). Increase in fees is Hartley Pensions' prerogative - which I dispute because of letter dated 29 October 2018 from Denis McHugh (which I could not readily access, and which I doubt I have copied to Financial Ombudsman Service). {I also suspect no consideration for distinction between Low Cost EvolutionSIPP and full version EvolutionSIPP.} I said I preferred to deal with this in writing. He will write, allowing me to check his assessment, and reply.

My impression of Mr du Casse at this time did not inspire confidence; instead, it immediately brought into question his competence. I reported on his telephone call in the letter dated 30 March 2021 from me to Mr du Casse, as follows.

During the call [23 March 2021], you said that Hartley Pensions had paid me compensation of £175, and you considered this to be adequate recompense. I said that no such transaction had occurred (and I do not see how you could properly have concluded that it had). What is your explanation for having said what you did? [He apologised (13 July 2021), but gave no explanation.] ...

Also during the call, you said that an increase in fees is Hartley Pensions' prerogative. To which I responded that there should be no such increase because of what is stated in the letter dated 29 October 2018 from Denis McHugh. ... I have attached a copy of his letter in full, and its accompanying enclosure, to the e-mail transmitting this letter to you.

Furthermore, you did not ask me to what extent I have been financially impeded (including possible historical and continuing loss, and certain future loss if Hartley Pensions are allowed to continue to misbehave) as you imply in your e-mail dated (Thursday) 25 March 2021. (I shall not expand upon this for now, except to say how much I prefer to have proper records, in writing.)

E-Mail; 25 March 2021 (First Fault)

The e-mail dated 25 March 2021 from Mr du Casse to me includes the following.

In a letter [29 October 2018; Mr McHugh] that HL [Hartley Pensions Limited] sent to all it's [sic] new customers, as we discussed, HL confirmed that all existing terms and conditions remained unchanged and no prior liability was accepted.

Here, Mr du Casse demonstrates his tenuous understanding of what is clearly stated in the letter dated 29 October 2018 from Mr McHugh (which makes no mention of "prior liability"), and the questionable expansion upon that statement in the letter dated 5 December 2019 from Mr D'Arcy to me. Mr du Casse merges these two versions as if a fait accompli.

E-Mail; 25 March 2021 (Second Fault)

The e-mail dated 25 March 2021 from Mr du Casse to me includes the following.

... under the terms and conditions of maintaining your SIPP the following condition applies:

"All fees shall be taken from any cash holdings held within your SIPP bank account. Should there be insufficient cash holdings, then the relevant sum shall be disinvested from your holdings in any investment platform where possible."

Here, Mr du Casse quotes from \$10 Charges, in the document [Terms and Conditions for the RL360 SIPP as Provided and Operated by Hartley Pensions Limited](#). As such, his statement is faulty (wrong; not applicable; a further demonstration of incompetence).

The applicable terms and conditions concerning fees are in: (1) Schedule of Fees, Single Asset Version of EvolutionSIPP; together with (2) Key Features of the Greyfriars Preferred Retirement Account. Neither of these two documents mentions disinvestment (from the investment platform (ThinCats); nor the extraction of cash therefrom). I have quoted the relevant sections in Terms and Conditions (Single Asset Version of EvolutionSIPP), above.

E-Mail; 25 March 2021 (Muddle and Confusion Begins)

In the letter dated 30 March 2021 from me to Mr du Casse I noted the following.

For now, in further response to your e-mail dated 25 March 2021, I shall comment only on the last paragraph under your heading "Did Hartley Pensions Limited do what it should have done?":

Finally, with regard to the annuity fee, you are correct in stating that the fee for this is £175.00. However, when dealing with a request of this nature, there are also associated fees, which are detailed in the Schedule of Fees, of which you have a copy. The associated fees are detailed under the heading "Taking Benefits" and this states that the fee for the calculation and initial payment of benefits per crystallisation is £250.00.

First, there is a hint progress, in that you almost acknowledge that I am correct in maintaining that the one-off fee for annuity purchase with a third party is £175 + VAT = £210. This is in direct contradiction of what I have been told repeatedly by Hartley Pensions: "We do not offer annuities, so if you are wishing to purchase an annuity this would need to be done as a cash transfer out to the annuity provider"; "we do not offer annuities so the 'annuity purchase' fee cannot be applied". And so they propose to charge £250 + VAT = £300. ...

But then you introduce muddle and confusion with the two sentences "However ... £250.00." (I do not see any basis in the Schedule of Fees, as signed by me on 30 November 2015, that would justify the substance of these sentences. Would you please explain, or correct.)

As they stand, the implication of the two sentences is that in addition to £175 + VAT = £210 there will be an "associated" fee of £250 + VAT = £300. Total cost £425 + VAT = £510 for annuity purchase. That cannot be true.

E-Mail; 13 July 2021 (Confusion Gets Worse)

I had several points of disagreement concerning the e-mail dated 13 July 2021 from Mr du Casse to me.

For present purposes, I shall reproduce here only the following remarks (on the fee for annuity purchase) by Mr du Casse.

As you rightly point out, Hartley do not offer annuities, so you have questioned why they would charge a fee for this service [I have questioned no such thing; only the size of the fee].

It is my understanding that Hartley has already explained this to you, but for the sake of clarity, I have included their explanation below:

"This concerns interpretation of the Single Asset Evolution SIPP schedule of fees [Schedule of Fees, Single Asset Version of EvolutionSIPP]. Hartley Pensions does not offer annuities, therefore, for clients who wish to do so, we treat it as a cash transfer to another provider, therefore, Mr Edge was quoted £250 plus VAT as per the fee schedule.

The fee schedule [Schedule of Fees, Single Asset Version of EvolutionSIPP] also includes a line within the Taking Benefits section showing "Annuity purchase £175" + VAT and we confirmed this in our Final Response Letter [5 December 2019], however, this should be seen in the wider context of the process required for the client to take benefits from his scheme.

In order to take benefits from his scheme the scheme administrator will have to perform a benefit calculation which has a separate charge of £250 + VAT. On taking the benefits chosen the clients pension would then be defined as entering drawdown - the establishment of flexible drawdown has a one off charge of £500 + VAT and an additional Annual Pension Drawdown Administration Fee of £125 + VAT per annum is added to his Annual Management Fee.

The letter dated 26 July 2021 from me to Mr du Casse includes the following response to these remarks.

And now for the preposterous and outrageous nonsense in the matter you quote [13 July 2021], apparently from a communication you have received from Hartley Pensions.

Not in their wildest evasions and exaggerations has anyone at Hartley Pensions proposed to me a rip-off on the scale indicated in that quoted matter. So how you can claim "It is my understanding that Hartley has already explained this to you", I do not know. Please justify your claim. [He did not do so.]

Also, would you please provide me with a copy in full of the original communication. [He did not do so.] I am interested to see not just the content in full but also the date of the communication, and who was its perpetrator.

Fact: annuity purchase requires merely the transfer of cash already sitting in my Cater Allen account to my chosen annuity provider. Dead simple (a single instruction). It does not require a benefit calculation, with its charge. Neither is it a flexible drawdown, so there is no question of invoking that particular option's one-off initial charge and subsequent annual fee. (How can you possibly permit Hartley Pensions to bamboozle you to this extent? More testimony of incompetence, it seems - or bias? Why should I have to press so hard,

persistently, and repeatedly for justice in the face of such obvious roguery?)

Another fact: I had anticipated the possibility of additional fees in my enquiry of Mr Bennis on 21 October 2015. There are none. In particular, the cost of annuity purchase with a third party is, quite simply, £175 + VAT = £210. You will find the full record of my exchange with Mr Bennis in the appendix to the letter dated 16 December 2020 from me to Ms Moody ...

E-Mail; 27 September 2021

The e-mail dated 27 September 2021 from Mr du Casse to me includes "an ombudsman will review the complaint [9 March 2020] and make a decision".

E-Mail; 6 December 2021

The e-mail dated 6 December 2021 from Mr du Casse to me includes the following.

The ombudsman has now made a final decision about your complaint. I've enclosed the final decision [Complainant.Decision.pdf dated 6 December 2021] - and I've also sent a copy to Hartley Pensions Limited.

Sarah Milne

For justification of the next heading - Confusion Worse Confounded - concerning Ms Milne's intervention, search the appendix for Milne and / or "muddle and confusion".

Note also her blunder concerning Mr Bennis.

E-Mail; 10 August 2021 (Confusion Worse Confounded)

The e-mail dated 10 August 2021 from Ms Milne to me, in which she asked me to respond to Mr du Casse, includes the following.

I've reviewed your response [26 July 2021] to the second view [13 July 2021] of your complaint [9 March 2020] issued by Chris du Casse. I'm Chris's line manager and an ombudsman here. ...

Your complaint was initially allocated to Jen Moody another investigator in my team, but had to be reallocated to Chris for operational reasons [a content-free "explanation"]. ...

As Chris has already issued two views [25 March 2021; 13 July 2021] which didn't uphold your complaint [9 March 2020] despite your further comments [30 March 2021; 26 July 2021],

the next step would be to refer to an ombudsman for a decision. ...

I've briefly reviewed the evidence on the file, Chris's views and the comments you've made in response. ...

... Brian Bennis of SIPP Club, (an unauthorised introducer [in fact, the only person so-authorised, in a contract with Greyfriars Asset Management]), ...

... Hartley has explained if a consumer wishes to take benefits as an annuity they would need to transfer their funds in cash to an appropriate provider. Hartley's standard fee for a cash transfer is £250 + VAT plus the annuity fee of £175 + VAT [muddle and confusion]. ...

... all ombudsmen are independent and if you still wish to progress your case to decision the ombudsman will review the whole file afresh and won't be bound by anything Chris or I have said. But I thought it was worth letting you know my thoughts about the prospects for success of your complaint.

Responding to this e-mail from Ms Milne, the letter dated 18 August 2021 from me to Mr du Casse includes the following.

I could take issue with several statements in Ms Milne's message. Some of these statements are relatively trivial, and I shall make no comment on them ...

Concerning the more important matters addressed in Ms Milne's statements, it would be repetitious for me to dispute her observations in each case (because I maintain the position(s) I have previously and clearly stated - and fully and properly justified). Instead, I make a more general response, in three respects, as follows [lack of attention to detail; Mr Bennis; annuity purchase, muddle and confusion]. ...

Unless you are able to acknowledge the truth of the matter and begin to act accordingly, or unless Ms Milne can substantiate her [false] assertion concerning Mr Bennis, we have arrived at the point noted in your e-mail dated 13 July 2021: "If I can't resolve things then an ombudsman here can look at everything again and make a final decision."

Paul Reilly

6 December 2021; Final Decision

I received the "Final decision" of Mr Reilly via e-mail from Mr du Casse.

That decision is riddled with mistakes and shortcomings.

See appendix.

Conclusion

For present purposes, let us concentrate on one only of my complaints: that concerning the fee for annuity purchase.

It is quite evident that three of the four agents, acting on behalf of the Financial Ombudsman Service, have bent over backwards to set truth aside in favour of Hartley Pensions. Not least, the blunder by your fellow ombudsman, Ms Milne, in labelling Mr Bennis "an unauthorised introducer" is the exact opposite of the truth.

There have been other clear manifestations of incompetence, culminating in the case of Mr du Casse by his tying himself in knots over a figure for the fee for annuity purchase (to which muddle and confusion Ms Milne contributed her second blunder). This was glossed over by you - with absolutely no clear outcome other than rejection of the truth. (That you are biased not merely in favour of Hartley Pensions, but also of the unquestionably faulty, muddled and confused assessments by Mr du Casse, is illustrated neatly by your echoing his mistake of £418.89 for £419.89 - which is otherwise trivial.)

The Financial Ombudsman Service needs to acknowledge the truth, withdraw the decision dated 6 December 2021 which is riddled with mistakes and shortcomings (already disgracefully copied to Hartley Pensions), and issue a truthful amendment. Otherwise, I shall be publishing an accurate version of events on my website: millhead.co.uk.

Yours sincerely

David Edge

David A Edge

Appendix

This appendix contains my Word transcript of Mr Reilly's "Final decision" dated 6 December 2021 (issued as a pdf file, Complainant.Decision.pdf). The Financial Ombudsman Service reference is PNX-3595986-T9V4.

I have Word-formatted Mr Reilly's headings, retaining his capitalisation, so that they appear in the Navigation Pane. I have not altered the words of his text (including two

typographical errors), nor the punctuation, some of which is lacking.

Within my annotation - and only within that annotation - ie, within brackets []:

- (a) by using **highlighting**, I have drawn attention to, and corrected, numerous mistakes by Mr Reilly;
- (b) I have similarly drawn attention to some remarks of his, and / or associated comments by me; and
- (c) I have added, and underlined, to help the eye, exact dates.

The complaint

Mr E complains [9 March 2020] that Hartley Pensions Limited has failed to treat him fairly in the administration of his self-invested personal pension (SIPP). In particular he complains that;

- () Hartley has failed to respond to his queries and problems in a timely manner
- () The fees that Hartley is charging for transfers to another party in order to purchase an annuity are not in line with its published charges [Schedule of Fees, Single Asset Version of EvolutionSIPP].
- () Hartley has made unauthorised withdrawals from his pension savings [cash on the ThinCats platform] to both cover its annual charges and to provide a cash balance in Mr E's [Cater Allen bank] account

What happened

Mr E has held this SIPP since 2015 [10 December 2015]. When he opened the SIPP it was provided [**available only via Mr Bennis, in a contract with Greyfriars Asset Management**], and administered, by a company I will call G. In 2018 G entered administration [23 October 2018] and [by 1 November 2018] Hartley took over as the operator and administrator of the SIPP. At that time Hartley wrote [29 October 2018] to affected clients informing them of the change and advising that the change [**NB**] would not have any impact on the investments, day to day administration, and fees of the SIPP [which are detailed in the document Schedule of Fees, Single Asset Version of EvolutionSIPP].

In May 2019 [mistake for 26 April 2019] Hartley wrote to Mr E advising him [via e-mail, including a link to the relevant document (named by me within the next sentence) on the Hartley Pensions website] of some changes to the key features of the SIPP. In so far as is relevant to this complaint [9 March 2020], the letter [e-mail] and revised key features document [Key Features of the Greyfriars Preferred Retirement Account; p 6 (qv)] explained that invoices would no longer be automatically issued before annual fees were taken (but could be provided on request). It also explained that ["If investments within the SIPP are not income generating"] consumers [!] needed to hold at least £2000 in cash or readily realisable assets in their linked bank account [not quite so, because: "realisable assets" are on the ThinCats platform, not in the Cater Allen bank account (which contains only cash, in consequence of some assets having already been realised)]. And it said that fees would be reviewed regularly with 30 days' notice of any changes being provided.

Over the following months [1 October 2019 to 7 January 2020] there was extensive correspondence between Mr E and Hartley about the administration of the SIPP, and the fees that would be payable should he wish to withdraw funds from the SIPP. I will deal [sparsely] with the answers Hartley gave to those questions as part of my findings in this decision.

Later in 2019 Hartley tried to take its annual administration fee ["Single Asset ... Fee" to 9 December 2020; £350 + VAT = £420] but Mr E held insufficient funds [viz, £0.11] in his SIPP [Cater Allen] bank account to pay the charge [concluded 15 January 2020]. So Hartley disinvested £418.89 [mistake for £419.89 (echoing Mr du Casse)] to pay the administration fee, and a further £2000 [both sums from ThinCats account; 28 November 2019] in order that Mr E met the requirement to maintain a balance of £2000 in his cash account. Mr E says that he didn't agree that transaction, and that Hartley should have sought his permission before it was carried out.

Unhappy with how he had been treated by Hartley, Mr E made a formal complaint [15 October 2019; augmented 26 November 2019, 28 November 2019, 29 November 2019]. In response Hartley thought that it had acted in line with its terms and conditions [Mr D'Arcy made no such sweeping statement; 5 December 2019]. It apologised that it hadn't always responded to Mr E's queries as quickly [sometimes not at all, as with my requests to Mr du Casse (26 July 2021) and reminder (18 August 2021)] as it would have hoped. And, as

a gesture of goodwill, it offered [as "a concession on this occasion" - ie, once only, which is out of order] to allow Mr E to pay the fee of £175 + VAT for an annuity purchase that he thought [knew for sure] applied to his account. Mr E [in the letter dated 7 January 2020 from me to Mr D'Arcy; which got neither acknowledgement nor reply] didn't accept Hartley's response so [9 March 2020] brought his complaint to this Service.

One [three] of our investigators has [have] looked at Mr E's complaint [9 March 2020]. He [Mr du Casse, the second such investigator; 25 March 2021; 13 July 2021] noted that Hartley had apologised for the delays in responding to Mr E's queries and thought that apology to be sufficient. He thought that Hartley had acted in line with the SIPP terms and conditions [viz, Key Features of the Greyfriars Preferred Retirement Account, p 6 (qv)] when it liquidated some of Mr E's assets [(1) for which Mr D'Arcy apologised, see Cavalier Withdrawal of Funds; (2) no liquidation of assets took place, only transfer of cash] to pay its administration fee, and ensure he had the minimum balance in his cash account. And he thought that the offer Hartley had made, to waive some of the charges it thought were applicable to an annuity purchase, was fair. So he didn't think that the complaint should be upheld - or that Hartley needed to do anything further. [This is a selective, and not strictly accurate, representation of the two assessments attempted by Mr du Casse.]

Mr E didn't agree [30 March 2021; 26 July 2021] with that assessment [nor with that of Ms Milne (10 August 2021); 18 August 2021]. So, as the complaint [9 March 2020] hasn't been resolved informally, it has been passed [27 September 2021] to me, an ombudsman, to decide. This is the last stage of our process.

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 [9 March 2020].

In deciding this complaint [9 March 2020] I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions [10 May 2020; 16 December 2020; 30 March 2021; 26 July 2021; 18 August 2021] that have been made by Mr E and by Hartley [obscured from my view]. Where the evidence is unclear, or there are conflicts, I have made my decision based on the balance of probabilities. In

other words I have looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

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 Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would 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.

I think there are some over-arching matters that I need to consider first in this complaint. Mr E has provided us [9 March 2020; 10 May 2020; 16 December 2020; 30 March 2021; 26 July 2021; 18 August 2021] with extensive evidence of his dealings with Hartley [18 November 2018 to 12 August 2021] (and the previous SIPP administrator [viz, Mr Bennis, though he was not "the previous ... administrator"; 20 October 2015 to 9 December 2015]) and commentary about all aspects of his complaint. I think, at the start of this decision, I have reasonably set out a summary [which is incomplete] of the key matters being complained about. I have read, and considered, everything that Mr E has sent to us. And although I might not comment in this decision on all that evidence it has formed part of my considerations.

When Hartley took on the administration of the SIPP [by 1 November 2018], it did not take any liability for any errors or omissions by the previous administrator [Greyfriars Asset Management]. [This is to repeat the mistake by Mr du Casse (25 March 2021) concerning "prior liability". Mr Reilly further expands the already questionable expansion by Mr D'Arcy (5 December 2019) upon the declaration by Mr McHugh (29 October 2018), which makes no mention of "liability ... previous". This sleight of hand by Mr Reilly is no proper premise for the next sentence.] So, in this decision, it would not be appropriate for me to look at what Mr E was told at [prior to] the time [10 December 2015] the SIPP was originally opened. [Sophistry. An attempt to dismiss the authority of Mr Bennis, though he was not "the previous administrator", as my only possible source of specific information prior to inception of my SIPP.] I accept that Hartley told Mr E [29 October 2018] that his terms and conditions remained unchanged [viz, there would be no

"impact on the ... fees of your SIPP"; Schedule of Fees, Single Asset Version of EvolutionSIPP] as a result of the transfer. But here, where there is some dispute about the specific meaning of some of the terms and conditions, I cannot hold Hartley responsible for information he might previously have been given [not "might ... have been given" but was given by Mr Bennis; 20 October 2015 to 9 December 2015] before it took over the administration. Instead I think a fair approach would be for me to consider whether Hartley's interpretation of the terms and conditions (and any revisions that have been made) is reasonable [undeniably true (and marked * for future reference)].

[This paragraph attacks a straw man (of Mr Reilly's own making). Whether intentionally so, or because of insufficient understanding, is not clear. If intentional, it is a devious (dishonest) debating tactic, long discredited. In any event, Mr Reilly blurs the scope of two distinct documents: (1) Key Features of the Greyfriars Preferred Retirement Account; and (2) Schedule of Fees, Single Asset Version of EvolutionSIPP. As a result, both this paragraph and the next are worthless.] In saying that I think I should first touch on those terms and conditions [viz, "revised key features"; (1) above; effective as of 26 April 2019] and the changes that Hartley made in 2019. I don't think Mr E was ever given [nor have I ever claimed (hence, classic straw man fallacy)] any assurance that the terms and conditions he originally agreed to [viz, (2) above; 30 November 2015] would apply for the entire time that he held the SIPP. It would be unreasonable to expect that sort of assurance given the numerous changes that might apply in the markets. So I don't think it unreasonable for Hartley to have varied [a small minority of] the terms and conditions in its letter [e-mail, which included a link to the relevant document - (1) above - on the Hartley Pensions website; 26 April 2019] to Mr E in 2019.

I am satisfied that it is likely that letter [e-mail; 26 April 2019] was safely received by Mr E [indeed it was; see NOTE below], and so I think its contents should apply to his relationship with Hartley [which is not disputed (hence, classic straw man fallacy)]. And I also note those terms [viz, "revised key features"; Key Features of the Greyfriars Preferred Retirement Account; p 6 (qv)] provide for Hartley to vary any fees applicable to the SIPP by providing 30 days' notice. So even if I were to find that Hartley was not applying the [original and very largely still applicable] fee structure [Schedule of Fees, Single Asset Version of EvolutionSIPP] as it should, it would be

entirely reasonable for the firm to alter the description of those fees so that the future implementation would match its current understanding. So any redress I might suggest in terms of the fee structure couldn't have any significant forward impact. [This paragraph continues with the straw man fallacy of the previous paragraph. As a result, both paragraphs are worthless.]

[NOTE This note concerns what I wrote in the letter dated 7 January 2020 from me to Mr D'Arcy about "'we sent out mailing to all Greyfriars Clientele informing them that the Key Features Document had been revised. This was sent to you in April 2019'. I have no copy of any such correspondence."

I had looked for hardcopy mail and found none. Subsequently - because of my mention in that letter of accessing the "document on line" on 26 April 2019 - I discovered on 23 February 2020 that I had received an e-mail (26 April 2019) on the topic, from Mr McHugh, with a link to the document Key Features of the Greyfriars Preferred Retirement Account, on the Hartley Pensions website.

Separate from, and in addition to, maintaining files of e-mail correspondence via gmail in folders (by label), I keep a comprehensive record of correspondence - to and from - about my SIPP in a Word file, SIPP.docx (111 pp; 29,812 words). I failed to include in that record the e-mail dated 26 April 2019 from Mr McHugh until 24 December 2021, when - at my first opportunity - I began preparing my response to the "final decision" (6 December 2021). At that time (24 December 2021) I also downloaded a copy of Key Features of the Greyfriars Preferred Retirement Account, and gave that document far better attention than I had done previously.]

Hartley accepts [5 December 2019] that its communication with Mr E has been, at times, less prompt [or non-existent, as with my requests to Mr du Casse (26 July 2021) and reminder (18 August 2021)] than it might have expected. I can understand why that would have been frustrating for Mr E. But it seems to me that, at that time [18 November 2018 to 7 January 2020], his enquires [sic] were of a more general nature [not true; my enquiries were very specific, including those of NOTE 1 below]. I haven't seen anything [including the letter dated 30 March 2021 from me to Mr du Casse? (which brings to mind the see-no-evil monkey)] to make me think that the delayed responses from Hartley meant that Mr E was prevented from implementing transactions that he intended - or that any delays meant that he has lost out, either in terms of investment returns or by being delayed in taking income from his pension savings [see NOTE 2 below].

[NOTE 1 By early-2019, investment opportunities on ThinCats for individuals (retail investors) had fallen dramatically: all-but dried up. Having decided that I would prefer to expand my EvolutionSIPP options to include Assetz Capital and / or RateSetter, it took from 18 November 2018 until 5 September 2019 to get a substantive answer from Hartley Pensions that they would not allow this, as noted in the letter dated 9 March 2020 from me to the Financial Ombudsman Service, under the heading Concerning Obstruction by Hartley Pensions.

Thus:

Enquiry 18 November 2018. Reminders 25 November 2018, 24 February 2019. Response 28 February 2019 (indefinite).

Enquiry (resumed) 15 July 2019. Reminders 29 July 2019, 5 August 2019, 27 August 2019. Responses 5 August 2019 (non-substantive), 27 August 2019 (non-substantive), 5 September 2019.

These are just the first examples of poor response. In subsequent enquiries, I had to send reminders regularly (though not always).

NOTE 2 In April 2020 I was expecting, shortly thereafter, to set up a fixed term annuity (10yr), using some of the funds in my SIPP (as an e-mail dated 2 June 2020, which I have retained, will testify). This was expected to be the first of more than one annuity. The absence of satisfactory information from Hartley Pensions concerning costs, and the lack of progress with my complaint to the Financial Ombudsman Service (begun 9 March 2020), put my expectations on indefinite hold, where they remain.

Here is an extract from a section headed "Actions" in my records in SIPP.docx, mentioned above.

On 9 March 2020 I began withdrawing cash from ThinCats to my Cater Allen account.

I visited the Money Advice Service website on 9 March 2020 and 15 March 2020 and used their calculator. This showed the best rate for a fixed term annuity (10yr) would be obtained from Legal & General. I also visited the Legal & General website on these two dates and used their calculator (which had more options and was good to use. I discovered that it had retained detailed results of some previous searches of mine). On 15 March 2020 I registered with Legal & General, to be able to sign in and revisit the results of searches.

On 15 March 2020 I also visited the Scottish Widows website and used their calculator (which was very poor and limited); and I searched for other calculators, without discovering anything worthwhile.

On 26 April 2020 I also visited the Canada Life website (they being a close second to Legal & General for a fixed term annuity (10yr)), but was not impressed.

My best option is Legal & General: initially, a fixed term annuity (10yr), paid annually in arrear, 25% tax free cash upfront. Subsequently, perhaps shorter terms, and possibly straight cash (depending upon how and when funds are released from ThinCats).

The time to act is when my complaint (9 March 2020) against Hartley Pensions to the Financial Ombudsman Service has been addressed.

See also the letter dated 30 March 2021 from me to Mr du Casse. "Hartley Pensions' position concerning the one-off fee for annuity purchase with a third party is indefensible. Furthermore, it would guarantee financial loss on my part."]

Turning now to the fees that Hartley says would be payable for taking an annuity. Mr E says that he discussed [not discussed; see NOTE 1 below] the fees with the original SIPP administrator [viz, Mr Bennis, though he was not "the original ... administrator"] and was told that a single fee of £175 + VAT would apply if he used some of his pension savings to purchase an annuity. He says [28 November 2019, 26 July 2021] that G, like Hartley, didn't offer annuities so the cost he was quoted would have been inclusive of any fees to transfer the funds to another provider. Hartley says [according to Mr du Casse, in his e-mail dated 13 July 2021; see NOTE 2 below] that those fees would be additional to the quoted annuity cost.

[NOTE 1 The following is in the letter dated 9 March 2020 from me to the Financial Ombudsman Service, under the heading Annuity Purchase.

In respect of annuity purchase, the Schedule of Fees, Single Asset Version of EvolutionSIPP, is perfectly clear: "Annuity purchase: £175 {+ VAT}".

As a matter of form, I enquired with Brian Bennis (21 October 2015) about annuity purchase with a third party, and he confirmed the above figure.

The original Key Features Document, a copy of which was posted to me by Greyfriars with a letter dated 11 December 2015, states: Lifetime Annuity: "Under this option ...

monies {are} transferred to an insurance company of your choice". The corresponding wording of the (revised) Key Features Document [Key Features of the Greyfriars Preferred Retirement Account] on the Hartley Pensions website is closely similar: "monies are transferred to an insurance company of your choice".

Hartley Pensions, however, maintain (25 November 2019, 26 November 2019, 28 November 2019) that the fee is £250 + VAT = £300; "We do not offer annuities, so if you are wishing to purchase an annuity this would need to be done as a cash transfer out to the annuity provider"; "we do not offer annuities so the 'annuity purchase' fee cannot be applied".

NOTE 2 In the reply (26 July 2021) to the e-mail dated 13 July 2021 from Mr du Casse to me, under the heading Muddle and Confusion, I included the following.

And now for the preposterous and outrageous nonsense in the matter you quote, apparently from a communication you have received from Hartley Pensions.

Not in their wildest evasions and exaggerations has anyone at Hartley Pensions proposed to me a rip-off on the scale indicated in that quoted matter. So how you can claim "It is my understanding that Hartley has already explained this to you", I do not know. Please justify your claim.

Also, would you please provide me with a copy in full of the original communication. I am interested to see not just the content in full but also the date of the communication, and who was its perpetrator.

I got no response to these requests. I included a reminder (under the heading Reminder) with the letter dated 18 August 2021 from me to Mr du Casse. And in that same letter, under the heading Annuity Purchase; Muddle and Confusion, I explained exactly what I meant by "preposterous and outrageous nonsense in the matter you quote". But Mr du Casse continued to ignore my requests.]

I can understand, given what he says he had been told by G [not "told by G" (Greyfriars Asset Management), but confirmed by Mr Bennis, acting on their behalf; 21 October 2015], why Mr E was disappointed [not disappointed; in a state of justifiable contention] when Hartley told him its interpretation of the fee structure. But I don't need to decide whether that interpretation is reasonable [dereliction of duty by Mr Reilly; and / or astonishing volte-face concerning his previously declared "fair approach", marked * above]. As I said earlier, Hartley has agreed [as "a concession on this occasion" - ie, once only,

which is out of order; 5 December 2019], as a gesture of goodwill, to only charge the fee that Mr E thought was applicable for an annuity purchase. And I think that it is reasonable to conclude that Mr E is now aware [absolutely not; see NOTE below] of the fee that Hartley would seek to charge for any future annuity purchases. Even if I were to conclude that wasn't a fair interpretation of the charges the terms and conditions [viz, Schedule of Fees, Single Asset Version of EvolutionSIPP] suggest Mr E should pay, then I think Hartley has now given Mr E sufficient notice [precisely how?] of a revision to the fee structure to reflect the fee it is saying applies.

[NOTE As noted in the letter dated 9 March 2020 from me to the Financial Ombudsman Service, under the heading Annuity Purchase:

... the Schedule of Fees, Single Asset Version of EvolutionSIPP, is perfectly clear: "Annuity purchase: £175 {+ VAT}". ...

Hartley Pensions, however, maintain (25 November 2019, 26 November 2019, 28 November 2019) that the fee is £250 + VAT = £300; "We do not offer annuities, so if you are wishing to purchase an annuity this would need to be done as a cash transfer out to the annuity provider"; "we do not offer annuities so the 'annuity purchase' fee cannot be applied".

On the other hand, as noted in the letter dated 18 August 2021 from me to Mr du Casse:

The figure of both of you ([Mr du Casse] 25 March 2021, [Ms Milne] 10 August 2021) - £175 + £250 = £425 + VAT (bamboozled by the nonsense you quoted on 13 July 2021?) - for the annuity purchase fee, is at odds with what I have been told (25 November 2019, 26 November 2019, 28 November 2019) by Hartley Pensions: £250 + VAT.

NOTE 1 Ludicrously, this last figure - £250 + VAT - is referenced in the first paragraph of the quoted nonsense, only to be followed by the utter confusion of its next two paragraphs.

NOTE 2 Your contradictory figure (25 March 2021) - £175 + £250 = £425 + VAT - by no means follows unequivocally from the quoted nonsense, which is open to liberal interpretation by a party intent on misappropriation.

NOTE 3 Ms Milne (10 August 2021) attempts to justify the same figure as yours (£425 + VAT) on the basis of the Schedule of Fees, Single Asset Version of

EvolutionSIPP. But her £250 comes, absurdly, from the section headed Fees for Additional Services (One Off Fees), whereas yours - via the quoted nonsense - comes from the section headed Taking Benefits.

NOTE 4 Both of you apply the figure for the annuity purchase fee (£175 + VAT) - which I have been told (25 November 2019, 26 November 2019, 28 November 2019) by Hartley Pensions cannot be applied. This proscription is alluded to in the first paragraph of the quoted nonsense.

This is a remarkable exhibition of muddle and confusion. Why so? At least in part because of your failure to recognise the "preposterous and outrageous nonsense in the matter you quote" for what it is.

Quite simply, the cost of annuity purchase with a third party is £175 + VAT - on each and every occasion, not as a one-off "concession on this occasion" (letter dated 5 December 2019 from Gareth D'Arcy, Hartley Pensions, to me).

I refer you very specifically to the detail - all of it - under (both) the two headings Muddle and Confusion in the letter dated 26 July 2021 from me to you. That detail begins with the observation "This is critical."

And I reiterate my request (26 July 2021, with a reminder at the outset of this letter) to see a copy, in full, of the "communication you have received from Hartley Pensions". I shall read with interest the associated justification of your claim that "It is my understanding that Hartley has already explained this to you".]

The revisions to the terms and conditions [viz, Key Features of the Greyfriars Preferred Retirement Account; p 6 (qv)] that were sent [via e-mail, as a link to that document on the Hartley Pensions website] to Mr E in May 2019 [mistake for 26 April 2019] set out that he needed to hold a minimum of £2000 either in cash, or readily realisable assets. I assume that Hartley made that stipulation so that it could easily collect any charges that were due. And the same letter [e-mail] told Mr E that invoices wouldn't be routinely issued before charges were collected in the future. So I think that it was reasonable both for Hartley to take its annual fees without issuing an invoice [for which Mr D'Arcy apologised, see Cavalier Withdrawal of Funds], and to ensure that Mr E met its requirements to hold a minimum of £2000 in his SIPP bank account. So I don't think it did anything wrong in the transaction it effected [à la steamroller; 28 November 2019] in November 2019.

I appreciate how disappointing [?] my [hardly surprising, ill-founded, muddled and confused] decision [concerning annuity purchase in particular] will be for Mr E. It is clear that he feels that Hartley has not managed in [sic] SIPP in the same spirit as the previous provider. And that might well be [undoubtedly is] the case - but it isn't for me to dictate how a business should operate, providing it is within the bounds of a reasonable commercial approach. I don't think that I should require Hartley to do anything more than it already has offered. I think that any possible misunderstanding [on whose part?] about the annuity fee structure [?] is mitigated by Hartley's offer to progress Mr E's transfer at the rate he understood was applicable. And I think that Hartley acted within its terms and conditions [viz, Key Features of the Greyfriars Preferred Retirement Account, p 6] when it ensured Mr E held at least £2000 in his SIPP bank account.

My final decision

For the reasons given above [which are ill-founded, muddled and confused in respect of annuity purchase in particular], I don't uphold the complaint [9 March 2020] or make any award against Hartley Pensions Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 3 January 2022.

Paul Reilly

Ombudsman

E-Mail Dated Monday 24 January 2022 from Me to The Pensions Ombudsman

NOTE Not until Friday 23 September 2022 did I get a substantive reply to this enquiry. The reply was from Joshua Kelly, Senior Assessor, The Pensions Ombudsman, and included:

Having read through your papers it seems that this matter has already been investigated by the Financial Ombudsman Service (the FOS) which resulted in a final decision being issued on your complaint on 6 December 2021.

For this reason, I have decided that we should not investigate your complaint. ...

Text of e-mail to The Pensions Ombudsman;
enquiries@pensions-ombudsman.org.uk; 24 January 2022;
Hartley Pensions (SIPP) and Financial Ombudsman Service.

I have a SIPP (Single Asset Version of EvolutionSIPP, or Low Cost EvolutionSIPP), established 10 December 2015. It was operated by Greyfriars Asset Management, Leicester, until they entered administration on 23 October 2018. Hartley Pensions, Bristol, took over the operation by 1 November 2018.

I have complained several times to Hartley Pensions, and this culminated in a complaint about them to the Financial Ombudsman Service on 9 March 2020 (ref PNX-3595986-T9V4).

That service declined to uphold my complaint(s) with "reasons" - 23 March 2021 to 6 December 2021 - that are all over the place.

For example, one of my complaints concerns the fee for annuity purchase. The applicable documentation states:

() "Annuity purchase: £175";

() "An annuity: ... monies are transferred to an insurance company of your choice".

But Hartley Pensions maintain (incorrectly; to me) that the fee is £250 + VAT = £300. "We do not offer annuities, so if you are wishing to purchase an annuity this would need to be done as a cash transfer out to the annuity provider"; "we do not offer annuities so the 'annuity purchase' fee cannot be applied".

NOTE It is irrelevant that Hartley Pensions "do not offer annuities". Their rôle is to transfer the "monies ... to an insurance company of ... [my] choice" at the stated cost of £175 + VAT = £210.

Subsequently, however, it appears that - in what is clearly a preposterous and outrageous piece of nonsense - Hartley Pensions have told the Financial Ombudsman Service something very different from what they have told me (thereby suggesting that the cost of annuity purchase would be considerably more than the above £300, which is itself incorrect and excessive).

NOTE My requests (26 July 2021, 18 August 2021) to the Financial Ombudsman Service for sight of that communication have been ignored. That the ombudsman gives credence to it is astonishing.

In brief, both Hartley Pensions and the Financial Ombudsman Service have been obstructive and incompetent, leaving me in limbo.

Can you help?

By way of further details, should you require them, I have attached a copy of a letter dated 3 January 2022 from me to Paul Reilly, ombudsman. That letter provides an accurate record of events in the processing of my complaint(s) by the Financial Ombudsman Service, and it substantiates (several times over) my charge of incompetence. It also includes an appendix which contains my annotated transcript of Mr Reilly's "Final decision" dated 6 December 2021. My annotations include exact dates and highlighting (in yellow). The latter, in part, draws attention to numerous mistakes and shortcomings by Mr Reilly - whose decision is consequently ill-founded, muddled and confused.

NOTE The letter from me to Mr Reilly also includes as much as I have seen - quoted in an e-mail - of "what is clearly a preposterous and outrageous piece of nonsense". It is within the section headed E-Mail; 13 July 2021 (Confusion Gets Worse).

Because it is not available on line, I have also attached a copy of the Schedule of Fees, Single Asset Version of EvolutionSIPP (as signed by me on 30 November 2015).

Thank you ...

**Financial Ombudsman Service Customer Survey; Sunday
30 January 2022**

Concerning my degree of satisfaction, I ticked the most unfavourable option; viz, very dissatisfied.

One of the boxes included: "If you feel strongly about any of the above, please tell us more". I entered the following.

Please refer to the letter dated Monday 3 January 2022 from me to Paul Reilly. I am told by Chris du Casse (10 January 2022) that this "letter has been added to the complaint file". If you cannot find it then I can provide you with [a] copy.

I answered "Yes" to whether I would be willing to be contacted further. And heard no more.