

## **The complaint**

Mr F complains about Capital Professional Limited trading as Ascot Lloyd. He's unhappy with the level of service he's received from them and would like a refund of the fees he's paid.

## **What happened**

Mr F was a client of a firm (B1) that was acquired by Ascot Lloyd in February 2020. He complained to them in November 2020 and said, in brief, that he'd like a refund of the ongoing advice fees he'd paid them as they hadn't provided him with any service.

Ascot Lloyd looked into his concerns and partially upheld the complaint. They thought that he wouldn't have been fully aware of their ongoing service proposition prior to a letter they sent him on 6 April 2020, so they offered a refund of the fees from the acquisition of B1 on 28 February 2020 to the time they sent their letter.

They thought that after this point, Mr F would have been aware of the fees he was paying and if he was unhappy, he could have notified them. They pointed out that their adviser had been in touch with Mr F in May 2020 and had confirmed that annual reviews would be arranged as they came up in the diary.

Mr F didn't accept their findings and brought the complaint to this service and it was considered by one of our investigators. The investigator said, in summary, that he hadn't seen any evidence that Ascot Lloyd had reviewed Mr F's account, sent him any statements or provided him with any advice over the seven months they'd been his adviser. He couldn't therefore say that Ascot Lloyd provided Mr F with a reasonable level of service and thought they should refund the ongoing service fees he'd paid them.

Ascot Lloyd didn't accept his findings, they thought that Mr F was fully aware of the move from B1 to Ascot Lloyd and the associated fees, given the content of their welcome letter and the further contact from their adviser in May 2020. They said Mr F had never made them aware that he didn't want to be their client and while they accepted that they were partially at fault for not contacting him directly, they thought he should take some responsibility. However, they offered to refund 50% of the ongoing advice fees in an attempt to resolve the complaint.

The investigator didn't think the proposed resolution was fair. He thought that in the absence of any evidence to support any work being done then it was reasonable to refund all the related fees. Ascot Lloyd didn't agree, and as there's been no agreement the case has been passed to me to make a 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'm of the opinion that the complaint should be upheld. Ascot Lloyd sent Mr

F an introductory letter in April 2020 letting him know who his new adviser would be. It also said that the adviser would be in touch to arrange an introductory meeting in order to understand Mr F's plans. The letter also said that Mr F would receive their Foundation service as this was equivalent to what he was previously receiving. They also confirmed there wouldn't be any change to the ongoing advice fee he was paying.

Mr F then received an introductory email from a new adviser in May 2020 explaining his previous adviser had left. The email in May said:

*'With regards the way forward, you should receive a formal letter in due course but if you would like a quick chat on the telephone in the meantime my number is \*\*\*\*\*'. We can make arrangements via email at a certain time if you would like to talk or you can just call me. I would be glad to speak to you. .... I will arrange annual reviews with you as they come up in the diary anyway so if I do not hear from you I will get in touch in due course.'*

There was no further contact from the adviser and there's no evidence that the formal letter was ever sent or that a meeting was arranged. Ascot Lloyd have said they spoke to Mr F's wife in June 2020 and tried to arrange a meeting, but it was declined. Mr F has disputed this and said that at that time his wife was recovering from throat surgery and wasn't able to speak. The details on the call note Ascot Lloyd have provided - Mrs F's date of birth and phone number - are incorrect, so I'm not persuaded that any contact was made with Mrs F at that time.

Ascot Lloyd have said that a meeting was due to take place in September, but they received notification on 16 September that Mr F was no longer their client. I don't think it's unreasonable to suggest that Mr F would have needed some reasonable prior notification of the meeting. However, I can't see that there was any attempt to contact him to arrange a meeting.

At the point they received the notification, there were only 10 working days left in September for Ascot Lloyd to contact Mr F and arrange and hold a meeting. While it was possible that a meeting could have arranged, it doesn't seem very likely that it would have been. Given the lack of contact from Ascot Lloyd since the email they sent in May - no letters, emails, calls or any other correspondence - I'm not persuaded that a meeting would have taken place in September if Mr F had remained their client.

Having taken everything into account, I don't think Ascot Lloyd provided Mr F with the level of service the fees they were charging him justified. It's important to note that the economic climate in 2020 was quite volatile due to the Coronavirus pandemic, so I think it would have been important to provide advice and support to the new customers that they'd taken on following the acquisition. I can't see that this happened, so I think it's fair and reasonable that they refund Mr F all the ongoing advice fees he paid them.

### **Putting things right**

In order to put things right, Capital Professional Limited trading as Ascot Lloyd should refund Mr F any ongoing advice fees he paid them, less any fees they've already refunded. They should also pay 8% simple interest on the amounts refunded from the date they were initially paid to the date of settlement.

### **My final decision**

For the reasons I've given, I uphold this complaint. Capital Professional Limited trading as Ascot Lloyd should pay Mr F redress as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 10 February 2023.

Marc Purnell  
**Ombudsman**