

The complaint

Mr H, represented by his financial adviser, complains that St James's Place Wealth Management Plc (SJP) made errors which meant the Trust he'd set up was void. He also complains that he never received a suitability letter for advice SJP gave in 2017.

What happened

Mr H received advice from SJP in 2017. This decision doesn't deal with the suitability of this advice but rather the errors Mr H identified. Mr H was advised to invest into a St James' Place Loan Plan utilising a Trust. This was recommended for inheritance tax purposes. In 2020, Mr H's current adviser asked for a copy of the recommendation and Trust. He found that a trustee's name and a beneficiary's name were spelled incorrectly. Mr H complained as he was told this made the Trust null and void.

Mr H also said he'd never received a suitability letter for this advice, and he complained about that.

SJP apologised for the spelling errors when setting up Mr H's Trust. It said the error was possible to rectify without any issues to the Trust and set out how Mr H could go about this. It offered Mr H £125 compensation (offered as a total of £250 between two complainants) for the distress and inconvenience caused by the error. SJP noted the complaint about the suitability letter but said that it was addressed correctly and its adviser recalls discussing it with Mr H so it didn't think it had made an error here.

Our investigator felt SJP's offer was fair. He explained that the offer of compensation recognises the impact of the spelling errors, but he felt SJP had offered a clear way that the Trust could be corrected. The investigator also felt that it was likely the suitability letter was sent to Mr H at the time.

Mr H disagreed and asked for an ombudsman to make a decision. He said that the errors occurred because he was asked to sign a blank form which SJP completed later. He said that if he'd not discovered this then it could've impacted the Trust had he passed away. He explained that he'd encashed his plan as he lost trust in SJP and asked for a refund of the early settlement fee. Mr H also said that SJP hasn't provided proof of postage of the suitability form so there's no evidence to say it was sent.

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.

Spelling errors

It's not disputed that SJP made spelling mistakes when setting up Mr H's Trust. Specifically, a trustee's and beneficiary's names were spelled incorrectly. SJP offered £125 compensation for this error and I think that offer is fair. I'll explain why.

Mr H believed the Trust to be null and void, but I can see SJP told his representative how the Trust could be amended to ensure the names were spelled correctly. And, whilst I understand it is inconvenient to ask trustees and beneficiaries to agree amendments, I can see that it could be done by scanning in documents – allowing for this to be done regardless of where the beneficiaries and trustees are located. I'm satisfied that SJP has done enough to tell Mr H how to rectify the issue and has compensated for the inconvenience caused.

I do understand that it would've been a shock to find out that the names were spelled incorrectly. And Mr H has said it could've been very problematic if he'd passed away without finding out the mistake. But it's important to point out that this hasn't happened, and I wouldn't be asking SJP to pay compensation for something that *could* have happened. I'm satisfied that the £125 compensation is fair and reasonable for the impact this error had on Mr H.

Mr H said he signed a blank Trust form and this was completed by SJP afterwards. SJP disputes this. I don't think it's relevant here as SJP accepts it is responsible for the error and the compensation it has offered is fair and reasonable.

Suitability letter

Mr H has also complained that he wasn't given a suitability letter for the advice. He says that SJP hasn't been able to show it posted the letter and so believes that this wasn't done. I don't think it's surprising that SJP doesn't have proof of postage – it's not something I'd expect it to have as standard. But I can see that the letter was addressed correctly, and referred to the dates SJP gave the advice to Mr H. Sending a suitability letter is common practice and I've not seen enough to say that it's more likely this wasn't sent to Mr H. I can't hold SJP responsible if this letter was lost in transit or wasn't opened by Mr H. So, I don't think SJP has done anything wrong in this regard. I think it's likely the suitability letter was sent when it was produced.

I understand that Mr H would now like his early settlement fee refunded, but as I think SJP has offered enough to compensate for the spelling errors, I won't be asking it to do anything more than this.

My final decision

The offer St James's Place Wealth Management Plc made Mr H is fair and reasonable. It must now pay Mr H this offer of £125 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 May 2022.

Charlotte Wilson
Ombudsman