

The complaint

Mr O complained that Campbell Munro Limited (CML) have been charging him for ongoing advice related to his self invested personal pension (SIPP) since 2019 without providing him with this service. He would like these charges refunded to his SIPP.

What happened

Mr O had been advised by a financial adviser whose business merged with CML in 2018. As a result, Mr O attended a meeting with CML on 11 February 2019, when he signed a business agreement with CML and a full financial review meeting was held. Following this meeting, CML sent Mr O a suitability report on 18 February 2019, recommending an investment strategy to him. This report also detailed the fees that would be incurred by Mr O, including:

For continuing advice and monitoring of this investment, there is a 1% ongoing fee on all funds advised upon

CML appointed an adviser to manage Mr O's investments. In August 2019, however, CML wrote to Mr O explaining that his adviser was leaving the business, and that its managing director would take responsibility for his investments and financial advice. CML also said:

I will be making contact with you when your annual review is due, but should you require an earlier meeting I am, of course, happy to meet with you and please feel free to call [X] to arrange.

On 30 January 2020, CML wrote to Mr O to update him on the performance of his investments to date and also offer him an annual review meeting, saying:

Your annual review is now due so please advise if you wish to review this by telephone or prefer a meeting to discuss.

The following year, CML wrote to Mr O with the annual performance review of his investments on 9 September 2021. The review also stated:

In addition, we are also currently reviewing your investments and financial situation, therefore I would be grateful if you could provide me with the following information:

- *Current Cash Deposits*
- *Income received*
- *Spending plans for the next 18 months*
- *Your forthcoming capital spending plans i.e. new car, special holiday*
- *Any ongoing deficit/surplus on your income/expenditure you wish to address*
- *Any known significant life events which you wish to address*

On 1 October 2022, CML wrote once again to Mr O to introduce a new adviser to him. It said:

I think it would be useful to have a face to face meeting at our Crowborough office (address below), so that I may gain a better understanding of your current financial position, carry out a portfolio review and ascertain your future objectives.

Kindly reply to this email with suitable dates and times for this, which I will make every effort to accommodate.

On 21 March 2023, CML wrote to Mr O saying:

Our records indicate you are due an Annual Review and therefore I wish to offer a meeting with [Adviser] to update your financial position. This meeting will also highlight any potential changes [Adviser] will suggest based on your current and future circumstances. [Adviser] is available from the week commencing 3rd April. Kindly reply to this email with suitable dates and times for a meeting here at the office in Crowborough.

It subsequently wrote to Mr O on 13 April 2023 to update him on the performance of his investments and also said:

If you have experienced any significant changes to your circumstances since your last review meeting, or anticipate any, which necessitate further advice, please provide information accordingly and advice will be provided to you.

CML also contacted Mr O in April 2023 to propose some proposed changes to his investments.

On 19 May 2023, Mr O complained to CML about the ongoing charge it had been making in relation to managing his SIPP investments and providing ongoing financial advice. He felt that the charges were too high, and that he had not received an adequate service. In particular, he felt CML had not sought to understand changes in his personal circumstances over the four years he had been a client. As a result, he was seeking that the charges made be reimbursed to him.

CML acknowledged his complaint the same day. It sent him its final response to his complaint on 10 July 2023. It did not uphold his complaint and stated although no face to face meetings had taken place since he became a client, CML had sought to meet with Mr O a number of times, but he had not responded to any of its invitations. Furthermore, it had continued to monitor the performance of his investments and keep him updated on their performance.

Mr O was unhappy with this response and referred his complaint to this service. He said that he had only received two emails in four years and did not feel that CML had made appropriate efforts to contact him.

Our investigator reviewed the evidence in this case and recommended that CML should take no further action, as it had not treated Mr O unfairly and had provided him with a level of service in line with its agreement with him.

Mr O disagreed, and so this case has been passed to me to review the evidence again and make 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 reviewed all the evidence in this case, I agree with our investigator and do not uphold this complaint.

I can appreciate that this will be disappointing to Mr O, so I will explain my reasons.

I also think it is important to note that it is my role to determine whether CML has acted incorrectly or unfairly toward Mr O in respect of the level of service it has provided him. I can appreciate that Mr O feels that the fees he has been charged are, in his own words, *significant*, but it is not the role of this service to comment on the level of these charges. Furthermore, in respect of conflicting views or evidence, I have to reach my decision on the balance of probabilities, that is, what I think is most likely to have occurred.

To do this, I have firstly looked at whether CML acted correctly in applying the level of charges which it did, that is 1% per annum of the total value of Mr O's investments. I can see that CML made these charges explicitly clear to Mr O in 2019, when he became a client and CML began to act on his behalf, so I can't see that it has done anything wrong in calculating the level of charges it made.

Turning now to the key issue of whether or not CML provided Mr O with an appropriate level of service for the fees he was charged, I can see that neither CML nor Mr O disagree on the fact that no meetings took place between them after February 2019. In this meeting in February 2019, I can see that CML sought to establish Mr O's personal circumstances, attitudes to risk and financial objectives. It produced a suitability report and investment plan which it presented to Mr O and subsequently implemented on his behalf. These are all aspects of financial advice which I would expect to see in a managed portfolio arrangement, so I also consider that CML did nothing wrong here.

The key element to this complaint is what happened after this initial engagement. Mr O contends that CML did not understand subsequent changes in his personal circumstances that may have affected his financial plans and therefore the advice it could provide him. He further contends that he did not receive any financial advice from CML, only receiving two emails in a four year period.

CML has provided details of communications it says it sent to Mr O during this period, both in terms of providing regular investment updates and offering annual review meetings to seek information from him about how his personal circumstances may have changed. I appreciate that Mr O says that he did not receive these communications, but as he received and responded to emails sent to this address in both 2019 and 2023 I find it most likely that these emails were both correctly addressed and sent to him.

In terms of the management of Mr O's investments, CML has produced evidence to show that it assessed these on a regular, at least annual, basis against the suitability report it prepared in 2019. Evidence further shows that the investments performed in line with expectations and met the criteria determined by the suitability report throughout 2020 and 2021. I note that no annual update was provided in 2022, but CML was seeking at that time to meet Mr O to introduce his new adviser and discuss Mr O's investments, so I conclude that it was still actively managing Mr O's portfolio. I consider this is also borne out by the recommended changes to his investment portfolio that were sent to him in April 2023, shortly before he submitted his complaint.

Given this, I find that CML was providing a service in line with the agreement it had with Mr O, based upon the information it held on his circumstances. It had made efforts to engage with Mr O to see if his circumstances had changed, but in the absence of a response was

correctly basing its reviews upon the information it had established in 2019. Consequently, I don't find that CML treated Mr O unfairly in the way it managed his investments and acted in line with the service agreement it held with him.

Mr O had also expressed dissatisfaction with the changes of financial adviser managing his investments within CML – with three different advisers over four years. While I can appreciate that he may have felt that he would benefit from more consistency, as all the advisers were appropriately qualified, I also cannot see that CML has acted incorrectly in changing his adviser periodically.

Consequently, I do not uphold this complaint.

My final decision

For the reasons explained above, I do not uphold Mr O's complaint.

Consequently, I shall not be asking Campbell Munro Limited to take any action in relation to Mr O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 19 February 2024.

Bill Catchpole
Ombudsman