

The complaint

Miss M complains she entered into an agreement with St. James's Place Wealth Management Plc (SJP) in June 2015 whereby she started paying an annual fee and SJP agreed to provide reviews, but these didn't take place.

What happened

Miss M says she met with an SJP partner on 18 June 2015 because she'd received a lump sum payment that she wanted to invest. She made investments in an individual savings account and unit trust on 24 June 2015 and entered into an agreement with SJP whereby she agreed to pay an annual fee and SJP agreed to provide reviews.

Her representative complained to SJP on 26 September 2023 that these reviews hadn't happened as they should have and so Miss M hadn't received anything in return for the fees she'd paid.

For completeness, Miss M's complaint to SJP also included a complaint that the advice given had been unsuitable. But SJP didn't uphold this element of the complaint and Miss M's representative has confirmed it doesn't want us to consider it.

SJP offered to repay the ongoing advice fees for review meetings that should have happened between 2018 and 2022 inclusive as it accepted reviews weren't carried out in return for these fees and should have been. It didn't agree to return the fees charged for review meetings due before 2018 or in 2023.

In relation to fees for review meetings due before 2018, SJP said the specific requirement to provide an annual review had only been introduced in 2018 and before that the requirement had been to regularly review the performance of products. In relation to 2023, it said a review had been carried out in that year.

Miss M's representative brought her complaint to this service. SJP clarified that it considers the complaint in relation to the fees paid for review meetings due before 2018 was made too late.

This issue was passed to me for a decision. I issued a provisional decision saying I was planning to decide:

- The complaint about the fees paid for reviews due before 2018 had been made too late.
- The offer SJP had made for the fees paid for reviews missed between 2018 and 2022 was fair and reasonable.
- A review had been provided in 2023 so it wouldn't be fair or reasonable for me to tell SJP to refund the review fee that was paid in 2022.

SJP didn't respond. Miss M's representative replied saying it had nothing further to add. I've reconsidered all the evidence and my decision remains as set out in my provisional decision – for the same reasons. I've therefore repeated my provisional findings below.

Why I can't look into the complaint about the fees paid for reviews due before 2018

I've considered all the evidence that's been provided. I know my decision will disappoint Miss M, but having done so, I'm still satisfied her complaint about the fees she paid for review meetings due before 2018 isn't one this service can consider.

This service can't look at all complaints. Our ability to consider complaints is set out in Chapter 2 (DISP 2) of the Financial Conduct Authority's Handbook of Rules and Guidance.

DISP 2.8.2R says that unless the business complained about consents:

The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service...

(2) more than:

(a) six years after the event complained of; or (if later)

(b) three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint;

unless the complainant referred the complaint to the respondent or to the Ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received;

unless:

(3) in the view of the Ombudsman, the failure to comply with the time limits...was as a result of exceptional circumstances.

SJP hasn't consented to us considering this part of the complaint.

As set out, it seems the agreement was entered into in June 2015 meaning reviews would have been due in June 2016 and June 2017. And the complaint wasn't referred to SJP until 26 September 2023. This means this part of the complaint is outside the first part of the time limit – i.e. it was made more than six years after the events complained about.

The issue for me to decide is therefore whether this part of the complaint was also made outside the second part of the time limit – i.e. whether it was made more than three years after Miss M knew, or ought reasonably to have known, she had cause for complaint. Because the complaint was made on 26 September 2023, the question becomes whether she knew, or ought reasonably to have known, she had cause for complaint before 26 September 2020.

An investigator asked Miss M for her recollections from the time and what contact she'd had with SJP after. She said:

- She recalls being given numerous brochures and documents and she also received letters and statements.

- She understood her adviser would be available at any time and she could contact him if needed.
- She didn't contact the adviser because she didn't need any further advice.

I've looked at the documentation Miss M was given at the time to see what this set out she should expect.

The key facts document produced for Miss M for each investment included the following:

We will also provide you with ongoing advice to review your investment and ensure it remains appropriate, as set out in the "Welcome to St. James's Place" brochure provided by your Partner. The fee for this is 0.5% of your investment each year. It is paid for by deduction from the value of your investment and so will increase as your investment grows.

And a document called "key facts about our services and costs" said:

We will also provide you with ongoing advice to review your investment and ongoing contribution levels, if applicable, to ensure it remains appropriate as set out in the "Welcome to St. James's Place" brochure provided by your Partner. The cost of this each year is 0.5% (0.25% for pre-retirement pension advice) of your total investment and so this annual cost will increase if your investment grows, plus 3% of each regular contribution made after the initial advice has been paid for.

SJP has provided a brochure that it says would have been sent to Miss M. This read:

We aim to deliver on our commitment to you by:

- *Providing personal face-to-face financial advice from an experienced St. James's Place Partner*
- *Giving you the opportunity to review your financial affairs regularly...*

Your Partner will also discuss the level of ongoing service you would like. Primarily this will involve holding regular review meetings, either face-to-face or via the telephone, to discuss your investments and personal circumstances, thus ensuring that whatever decisions you have made remain appropriate and continue to meet your objectives.

The suitability letter Miss M was sent dated 18 June 2015 was silent on the issue of ongoing advice fees and the only mention of costs referred Miss M back to the documents quoted above.

Whilst none of these documents were clear exactly how the ongoing service would operate, including how often, they did talk about "ongoing advice" and say that there would be "regular review meetings". And SJP's notes from the time say, "we have agreed a further review in three months to review situation including tax and in one year".

Whilst this doesn't seem to be Miss M's recollection of the arrangement, she accepts that she received documentation at the time. And I'm satisfied that documentation set out that the fee was for meetings that would take place, irrespective of whether Miss M reached out and initiated contact. It's understandable that Miss M may not now recollect exactly what she was told, given the passage of time, but I'm satisfied it's most likely that would have been her expectation at the time.

By 26 September 2020 it had been over five years since Miss M had been told she'd receive "*regular review meetings*" in return for annual fees but she'd received none. Whilst "*regular*" wasn't a defined term, I'm satisfied most people in that position would have expected to have received at least several reviews between 2015 and 2020. Miss M says she had no further communication with SJP and whilst she was receiving annual "*Wealth Account Summary*" documents, these simply showed the current value of her investments, and I don't think it would have been reasonable to view these as a review meeting.

I'm therefore satisfied Miss M knew enough by 26 September 2020 to know she wasn't receiving what she'd been told she'd receive for the fees she was paying. So, it follows that she knew – or ought to have known – of cause for complaint more than three years before she complained. In these circumstances, the complaint about the fees paid for review meetings due before 2018 was made out of time.

I'm able to consider a complaint if I'm satisfied the failure to comply with the time limits was because of exceptional circumstances. I haven't been provided with any such circumstances and I'm not persuaded there are any that apply here.

I appreciate this will come as a disappointment to Miss M. But I'm only able to look at complaints where this service has jurisdiction. And for the reasons given above, I'm not persuaded we do in relation to the fees Miss M paid for review meetings due before 2018.

The fees I can consider a complaint about – for review meetings due between 2018 and 2023

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The fees for reviews missed between 2018 and 2022

SJP offered to refund the fees for these meetings (paid between 2017 and 2021) to Miss M, together with interest calculated at 8% simple per annum. It also offered to pay £150 for any distress and inconvenience Miss M had been caused. I'm satisfied this is a fair and reasonable way to put things right in relation to these fees.

The fee for the 2023 review

It seems a review took place in 2023 – I've been provided with the notes from a meeting on 15 November 2023 as well as a follow up letter dated 9 March 2024. As Miss M received the service she'd been told she'd get in return for that fee, it wouldn't be fair or reasonable for me to tell SJP to refund the fee that was paid in 2022 for this review.

Putting things right

SJP should pay the offer it made to Miss M – if it hasn't already – for the fees paid for reviews missed between 2018 and 2022.

My final decision

My decision is that the Financial Ombudsman Service can't look into Miss M's complaint against St. James's Place Wealth Management Plc about the fees she paid for reviews due before 2018.

And whilst the Financial Ombudsman Service can look into Miss M's complaint about the fees she paid for reviews due between 2018 and 2023, my decision is that her complaint in relation to the 2023 review shouldn't be upheld. And that what SJP has already offered in relation to the fees for reviews missed between 2018 and 2022 is sufficient and that it should pay that offer if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 3 September 2024.

Laura Parker
Ombudsman