

## **The complaint**

Mr S complains that St James's Place UK plc ("SJP") failed to respond reasonably to his request for historical charging information relating to his retirement account.

## **What happened**

Mr S had held his retirement account since 2010. In November 2022 he requested information regarding the service charges that had been applied since inception. In response he was sent a very large document of many pages detailing all transactions and related costs that had occurred on the account. He was also directed to his SJP partner for information concerning adviser charges.

He attempted to obtain this information, but it wasn't forthcoming and in May 2023 he contacted SJP to make a data subject access request (DSAR), specifying that what he sought was an itemised breakdown of all charges deducted for all services provided to him by SJP each year since he'd started the retirement account.

SJP treated Mr S' May 2023 letter as a complaint and issued a formal final response in which it apologised for the problems he'd experienced and explained that its effort to provide the information were continuing. It confirmed that the DSAR would be referred to the relevant department. It also offered Mr S £250 in respect of the inconvenience and upset caused by the matter.

Mr S didn't accept SJP's offer but continued to correspond in relation to the DSAR and his ongoing need for the information. Still without a clear response to his request by December 2023 he then referred the matter to this service.

An investigator considered the complaint and concluded that it should be upheld and an increased award of £300 paid for the distress and inconvenience caused to Mr S. The investigator said, in brief, that even when a basic fee and charges schedule had been provided to Mr S it was unclear on the breakdown of the different charges. SJP had failed to clearly set out how much he was paying in ongoing advice charges (OAC) for advice received. That hadn't been made clear on the schedule, and he'd been directed to his adviser who had also failed to explain or respond to his requests.

Correspondence between this service and the parties continued and it was acknowledged that Mr S was seeking the information in respect of concerns regarding the provision of ongoing advice by SJP since 2010. As such, a further complaint was set up to consider that issue, which has been dealt with under a separate reference.

As there'd been no agreement reached on the matter under consideration here - the failure to provide the requested charging information, it was referred to me to review.

## **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've come to the same conclusions as the investigator and for broadly the same reasons. There's little further I need to add.

It's clear and acknowledged by SJP that the specific information originally requested by Mr S wasn't provided clearly and promptly. It should've been a straightforward process to give him what he needed so he could take matters forward. But as a result of various service failures and breakdowns in communication that didn't happen.

As noted, SJP acknowledged these problems as far back as June 2023, but it still took some considerable further time to provide Mr S with what he needed. As such, I agree with the investigator that the offer of compensation made at that point should be increased to acknowledge the ongoing problems.

### **Putting things right**

SJP must pay £300 in compensation to Mr S.

### **My final decision**

For the reasons given, my final decision is that I uphold the complaint and direct St James's Place UK plc to pay compensation to Mr S as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 June 2025.

James Harris  
**Ombudsman**