

## The complaint

The executors of the estate of Mrs L, complain that an adviser for True Potential Wealth Management LLP ("TPW") took duplicate payments for investment advice fees over a period of years. Mr F, one of the estate's executors and previously Mrs L's attorney, has been the main correspondent in relation to the matter.

## What happened

Mrs L had been a client of TPW since 2011. In 2014, an adviser recommended a general investment account and ISA to her. These were opened and over subsequent years annual fees for both accounts were deducted directly from the investments.

In 2022, following another recommendation by the same adviser, a further GIA and ISA were opened from which more fees were deducted. On this occasion these included initial advice fees in addition to the ongoing annual fees.

In 2023, with Mrs L in her late 80s and her health failing, Mr F, as her attorney, became more involved with her financial affairs. In doing so, he noted that the initial fees associated with the 2022 advice appeared to have also been paid directly by Mrs L to the adviser in the form of a personal cheque, in addition to having been deducted from the investments. Mr F queried this with the adviser, who indicated there'd been an error and arranged for a refund of both the deducted fees and the duplicate fees paid by cheque.

This incident prompted Mr F to review all payments of fees made by Mrs L for advice provided to her since 2014, along with her bank records. This indicated that over the period in question multiple duplicate fee payments had been made, with it appearing to be the case that Mrs L had written personal cheques to the adviser totalling nearly £29,000. It could be seen from the bank records that Mr F was able to obtain that the individual cheque amounts matched very closely with the annual fee deductions.

Mr F complained to TPW on Mrs L's behalf. Having investigated, TPW apologised and offered an assurance that the matter would be dealt with accordingly, where necessary in line with its internal disciplinary process. It agreed to refund all the duplicate payments, plus interest at 8% simple, totalling just over £40,000. Following further correspondence with Mr F it also offered £500 for the distress and inconvenience caused to Mrs L.

Mr F didn't feel this response went far enough, so referred the matter to this service. In short, he felt that *all* the fees Mrs L had paid for advice should be refunded, plus increased payments made in respect of distress and inconvenience and the time taken to investigate and refer the matter.

Our investigator, while sympathetic to Mr F's concerns, concluded that the actions taken by TPW to put things right were sufficient. He thought they were generally fair and reasonable.

He explained that this service was only able to make awards in respect of distress and inconvenience to complainants, not representatives, including executors. He noted that, for understandable reasons, it had been Mr F who'd been involved in the investigation and

bringing the complaint and that, to an extent at least, this had sheltered Mrs L from the impact of the matter. It had also, very sadly, been the case that Mrs L had passed away during the ongoing process, in March 2024.

The investigator was satisfied that the refund offered by TPW put Mrs L, and in turn her estate, back in the position it would've been in had the duplicate payments not been taken, which was the approach normally taken by this service. He noted Mr F's comments regarding the overall service received by Mrs L but felt that repayment of *all* the fees paid wouldn't be reasonable when, the payment duplication issue aside, Mrs L had received a service from TPW. To effectively be put in the position of not having paid for that service would put the estate in a better position than if the issue hadn't occurred. The investigator also noted that this service wouldn't usually make awards in respect of time spent bringing a complaint.

Mr F, on behalf of the estate, didn't accept the investigator's view. He reiterated that he felt further compensation was due, in the form of all fees to be repaid and a higher award for distress and inconvenience and the time involved. He felt that, given what had happened, it couldn't be reasonably concluded that Mrs L had received the high level of service TWP promised to provide, so it was right that all the fees paid by Mrs L should be repaid.

The investigator wasn't persuaded to change his opinion, so the matter 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.

This has clearly been an upsetting experience for everyone involved. And I recognise the hard work that Mr F has put into investigating and ensuring matters were put right on behalf of Mrs L.

Clearly there's no dispute that something went badly wrong here. TPW has acknowledged and accepted that and proposed a resolution. The crux of the matter now, and what I must decide, is whether that resolution goes far enough.

The investigator has explained the situation regarding awards by this service for distress and inconvenience. I'm only able to make such an award where the distress and inconvenience has been experienced by the eligible complaint. In this case that is Mrs L. I appreciate this will have been a distressing experience for Mrs L, but I understand that her family sought to shield her as far as possible from the impact. In all the circumstances I'm satisfied £500 represents reasonable compensation for the distress Mrs L herself would've experienced.

With regard to refund of the fees deducted from Mrs L's investments that Mr F has suggested should also be made, I've thought carefully about this. But having done so, I don't feel able to conclude that it's a reasonable way to address the specific issue I'm considering here – the taking of the additional fees by the adviser. I'm satisfied that a refund of the money plus interest at 8% simple is fair and reasonable and in line with this service's usual approach.

Despite the actions of the adviser in respect of the fees, Mrs L was nevertheless provided with a service, one that she sought and potentially benefitted from. In the event of there

having been further issues with the advice, for instance, in respect of suitability or another, different issue with the administration of the accounts, then I think that would be best dealt with as a separate matter by way of a separate complaint. Presuming there was nothing wrong with the advice, awarding a refund of *all* the fees paid in respect of this complaint would put the estate in a better position that it would've been if not problem had occurred, which I don't think would be equitable.

I say all this while being very conscious of the overall context and I do understand Mr F's point regarding the fees and him querying why there should be any benefit at all to the business or adviser. And I accept it is difficult to marry what happened to Mrs L with the description of TPW's service objectives as set out in its terms of business. But in the specific circumstances of this complaint, I'm satisfied the redress already proposed is fair and reasonable.

### **My final decision**

For the reasons given, my final decision is that True Potential Wealth Management LLP isn't required to take any further action beyond the offer already made.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs L to accept or reject my decision before 16 April 2025.

James Harris  
**Ombudsman**