

The complaint

Mr S' complaint concerns charges for ongoing advice applied by St. James's Place Wealth Management Plc ("SJPWM") in respect of his retirement account. He says that some of the related annual reviews either didn't take place or were of poor quality and little benefit.

What happened

Mr S had held his retirement account with SJPWM since November 2010. As a self-employed person, he generally made annual one-off pension contributions to the account following a review of his circumstances, in or around the end of the tax year.

In November 2022 he approached SJPWM to obtain details of all charges the account had incurred since inception. Following delays in the provision of this information Mr S made a referral of the matter to this service, in December 2023. This was in turn referred to a business connected to SJPWM and handled as an administrative complaint about the non-provision of information.

Following ongoing correspondence between the parties, an additional complaint concerning the ongoing advice charges (OAC) and service provision was set up and referred to SJPWM as the business responsible for the provision of advice. The other complaint, regarding the pricing information, continued to be investigated with the connected business under a separate reference.

SJPWM issued a final response to the OAC complaint. It said Mr S had been made aware of the OAC when the method of charging changed in 2014. So, it felt the timing of the complaint meant that any event (so any potentially missed review) complained about that had occurred more than six years prior to the complaint being referred to it in November 2024 (so prior to November 2018) was outside the jurisdiction of this service.

SJPWM then looked at what had occurred since 2018 and was satisfied from its records that annual reviews had taken place with Mr S in each year up to 2023. So, the charges relating to their provision had been correctly applied. (There was some refund of charges offered at that point, but it was a result of a misunderstanding on SJPWM's part). £150 was also offered for the distress and inconvenience.

Mr S wasn't satisfied with SJPWM's response, and the matter was reviewed by one of our investigators. He reached the same conclusion regarding this service's jurisdiction and was broadly of the same opinion regarding the merits of the reviews post-2018 – that they had been completed annually to a reasonable standard over the period in question.

The investigator did, however, note that Mr S had questioned the costs and benefits of the reviews in an email to his adviser in April 2022 following that year's review. The investigator thought that SJPWM should at that point have more fully considered the cost impact of the OAC and offered Mr S the option to cancel. Therefore, it was reasonable that SJPWM should refund all OAC Mr S had incurred since April 2022 date until the OAC were actually stopped in May 2023, plus interest.

Mr S didn't agree with the investigator's view of the matter. He said, in brief –

- The complaint had been initiated in 2022, not 2024, so earlier missed reviews should be considered.
- The documentation relating to the reviews that did take place were riddled with errors, such as referring to an out-of-date address.
- No recommendation was ever made based on the information obtained at the reviews. Rather, just a straightforward annual pension contribution was made on each occasion.

SJPWM also didn't agree with the investigator's view. It noted Mr S' continued engagement with the review process up to and including April 2023, despite his previous queries about its value and benefits. It also highlighted that during the period in question top-ups to Mr S' retirement account could only have been facilitated with the involvement of an adviser.

As no agreement could be reached the matter was referred to me to review. I issued a provisional decision in which I explained that my views on both jurisdiction and the merits of the complaint differed to those of the investigator. I said, in part –

"There are two issues I need to consider. Firstly, which elements of Mr S' complaint we have jurisdiction to consider. And secondly, the merits of those elements.

Turning to the first of these, SJPWM considers that Mr S' complaint regarding the OAC and the lack of, or poor quality of, reviews was made in November 2024. That was the date on which this service offered some clarification regarding the handling of the complaints. Mr S considers that his complaint was initiated in November 2022, when he first sought information about the costs his account had incurred.

I don't think it's accurate to say that Mr S referred his complaint relating to OAC and the reviews in November 2024. I accept there was some clarification of matters with SJPWM at that time. But Mr S provided this service with a complaint form in December 2023 in which he said, among other things, "I believe I have been charged for services not delivered". And that form and the details of the complaint were forwarded to SJPWM the same month. SJPWM then said the complaint should be referred to the other business, which appears to have been incorrect. But in any event, it seems clear Mr S had referred the complaint to this service, and it was referred on to SJPWM in December 2023.

But, as noted, Mr S considers that the relevant date for the purposes of determining jurisdiction should be a year earlier, November 2022, the point at which he first made enquiries about the charges. It's clearly documented that he did make such enquiries. But I don't think him doing so can be construed as him making a complaint about the non-provision or poor quality/value of the reviews.

I appreciate that after his initial request for charges information things proceeded poorly, with a failure to provide the information (which prompted the other complaint). But I nevertheless don't think that Mr S complaining about the potential failure to provide reviews and/or their quality can really be said to have occurred until he completed the complaint form of December 2023. I accept that he had been separately raising the issue of the costs versus the benefits since as early as 2021. But there was ongoing communication on that subject which appears to have satisfied Mr S, to a degree at least, meaning his concerns didn't reach a level that I consider amounted to a complaint until December 2023.

So, if my view is that Mr S' complaint was referred in December 2023 rather than November

2024, what impact does that have on what I'm able then to consider merits-wise? If I can consider events within the six-year period prior to December 2023 that takes us to December 2017. As the reviews were, or should've been, carried out around the end of the tax year in March/April, then going back six years from December 2023 would encompass the 2018 review but it wouldn't encompass the 2017 review.

So, while I recognise it'll be disappointing for Mr S, although I have a different view on the timings and jurisdiction to the investigator, it doesn't ultimately change the position in respect of what we can and can't consider. A complaint about the failure to provide a review in March/April 2017 (and the equivalent in 2016, 2015, etc) has been made too late if referred in December 2023, as I consider it was. My view is that only the reviews from 2018 onwards fall within our jurisdiction.

Turning then to the merits of the parts of the complaint I am able to consider, the investigator was satisfied the reviews from 2018 onwards had taken place and it was reasonable for SJPWM to have charged for them. But following Mr S' email of 1 April 2022, when he questioned their value, SJPWM should've more fully considered the cost impact and offered Mr S the option to cancel. As such, SJPWM should refund all OAC relating to the reviews after that point.

I can see from email correspondence that Mr S raised the issue of costs and benefits on several occasions with the adviser. In January 2021 he questioned what purpose the reviews served and whether it would make sense to stop paying for them. SJPWM responded with some information about his pension's performance, the service and costs and asked how he'd like to proceed. It appears that Mr S didn't respond immediately, but in March 2021 he contacted his adviser to suggest they had their annual chat.

The April 2022 email referenced by the investigator made a similar point about the costs in the light of the annual advice Mr S was receiving being very similar each year. It's not clear what the immediate response, if any, was to that email. And it was at the end of that year that Mr S started to enquire about all the costs that had been incurred on the account. So, he clearly had ongoing concerns about value and the benefits of the reviews, if not an actual complaint at that point.

But he nevertheless went ahead with the April 2023 review. A letter sent to him on 5 April 2023 referred to a recent discussion between him and the adviser on 27 March 2023. It went on to outline a recommendation to make a £9,375 (gross) pension contribution. But on the same date an email from the adviser to Mr S explained that he was going to enquire about the OAC being turned off and this was actioned a month later in May 2023.

So, it seems that from 2021 Mr S was beginning to question the benefit of the reviews and the price he was paying for them. But I don't think that it was unreasonable for the charges to still be applied by SJPWM until May 2023, which seems to be the point at which Mr S, after the consideration of the last couple of years, decided to stop the service.

Given that a review took place in 2023 I don't think it would be fair and reasonable for the OAC incurred by Mr S from April 2022 to May 2023 to be refunded. I appreciate, as noted, that he's questioned the value they provided, given the annual recommendation was always very similar to the previous year – a further one-off pension contribution. And he's also raised concerns about their quality – noting errors with his address and other 'cut and paste' issues with the documentation.

But ultimately, he did engage with SJPWM each year from 2018 through to 2023 with a review, and other ad hoc communications occurred throughout the year. SJPWM made a recommendation at each review and facilitated the payments to the retirement account. In

my view, this was not a case of SJPWM failing to provide a service. It was a situation where Mr S gradually became less satisfied with the service, seeing it as increasingly less beneficial, until the point came where he decided to no longer pay for it.

It's worth noting too that the pension contributions, certainly for the period in question, could not have been made on an execution-only basis. Making contributions to the retirement account required the involvement of an adviser. And given the potential complications and rule changes associated with pensions, I think that was reasonable.

SJPWM made an offer of £150 to Mr S in its final response to this complaint. That appears to have been related to a failure to provide a review in 2024, which, as noted, was a misunderstanding. I nevertheless think it would be fair and reasonable for the payment to still be made, to reflect the inconvenience caused to Mr S by the overall handling of the matter. I say that conscious of a separate offer made in respect of the other related complaint.

In summary –

- I'm able to consider Mr S' complaint concerning the non-provision, or poor quality, of SJPWM's ongoing advice service in respect of events on or after December 2017.*
- For that period, I'm satisfied ongoing advice in the form of annual engagement with SJPWM, and a review was provided to him to a reasonable standard."*

SJPWM responded to say that it accepted my provisional decision.

Mr S provided further comments on both the jurisdiction issue and the merits of the complaint. He said, in brief, that he still didn't have the information he'd asked for and questioned how he would've known he was being charged if he wasn't receiving the advice he was paying for. He reiterated his concerns about the lack of, and inaccuracy of, details recorded in the documentation and said that for advice to be provided changes of circumstances must be noted and a transfer of information take place.

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, my conclusions on both jurisdiction and the merits of the complaint remain as set out in my provisional decision.

I want to assure Mr S I've read and considered his further submissions alongside reconsidering everything on the file. But that said, I'm satisfied I don't need to comment on every point raised to reach what I consider to be a fair and reasonable decision on the merits of the complaint. Where I've chosen not to comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues.

I appreciate that Mr S continues to feel that he didn't receive the service, either in part or at all, that he was paying SJPWM for from 2018 through to 2023, at which point the ongoing advice charge was stopped. But, as I said in my provisional decision, while I can see that towards the latter part of that period he had increasing doubts about its value, SJPWM nevertheless continued to provide a service that Mr S continued to engaged with.

As such, in all the circumstances I'm unable to conclude that SJPWM should refund any post-2018 OAC applied to Mr S' account.

My final decision

For the reasons given, my final decision is that St. James's Place Wealth Management Plc should pay Mr S the £150 already offered.

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