

The complaint

Mr A complains that St James's Place Wealth Management Plc ('SJP') advised him to take out protection policies in 2006 and 2008, but neither were appropriate for his needs as he already had suitable cover in place.

Mr A is represented by a claims management company (CMC) in his complaint. However, for simplicity, where possible, I'll refer to all submissions as having come from Mr A.

What happened

In September 2006, Mr A sought protection advice from SJP. At that time a quotation was provided by his local SJP adviser for a life cover plan.

Two years later, Mr A met with his SJP adviser to look at his protection needs again. After considering his circumstances, SJP recommended a life and critical illness protection policy with Norwich Union (now Aviva) for cover of £150,000 over 23 years. The plan started on 10 November 2008 and lapsed on 14 March 2013.

In November 2024, the CMC decided to formally complain to SJP on Mr A's behalf. In summary, the CMC said:

- The client was single with no dependents and had an existing endowment plan together with benefits under his employer's pension scheme, so he had no need for the life assurance protection they recommended.
- The client also already had £74,000 life and critical illness cover running until 2025 and so did not need the replacement cover they recommended at £161pm at that time.
- The levels of protection they recommended therefore bear no resemblance to the client's circumstances or requirements. Instead, they should have recommended a top-up 20 year decreasing term assurance policy for critical illness cover only, based on the expected level of the client's borrowing at the time the existing endowment and term assurance policies ended.
- The role of a professional financial adviser is to provide consumers with the best advice for their particular circumstances and requirements. Advisers are not order takers and it is not sufficient for SJP to provide generic information and assume their clients will know what they should do.
- SJP cannot rely on the polarisation rules to support an unsuitable recommendation; if they could not offer appropriate advice, they should have referred the client to an IFA.
- The client has been financially disadvantaged by SJP's protection recommendations and should be compensated to put Mr A in the same position as if the correct advice had been given.

- The client has also suffered unnecessary distress and inconvenience as a result of SJP's actions and seeks their acknowledgement and recognition of the same.

After not receiving a response to the complaint within eight weeks, Mr A's representative referred their concerns to this service.

Shortly afterwards, SJP completed their review of Mr A's complaint and concluded they were satisfied they'd done nothing wrong. They also said, in summary:

- Due to the amount of time that has elapsed, they have very limited documentation from any advice given.
- They hold a copy of an illustration from 2006, which was done on a joint life basis with Scottish Provident, for cover of £152,000 over 25 years, and a further illustration from 2008, which was calculated on a single life basis with Norwich Union (now Aviva) for cover of £150,000 over 23 years. Their records suggest the latter was taken up by Mr A but that the plan lapsed in 2013.
- As a result of their investigation, they were unable to confirm the level of cover recommended in 2008 was unsuitable or inappropriate for Mr A's needs.

As Mr A remained unhappy with what SJP had to say, he asked this service to look at matters afresh.

The complaint was then considered by one of our Investigators. He concluded that there simply wasn't enough evidence to demonstrate that SJP had treated Mr A unfairly so didn't think his complaint should be upheld.

Unhappy with that outcome, Mr A's representative then asked the Investigator to pass the case to an Ombudsman for a 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.

I have summarised this complaint in less detail than Mr A has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mr A and SJP in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm not upholding Mr A's complaint – and whilst it's largely for the same reasons as our Investigator, I'll explain why below.

When financial advisers provide any advice to consumers, they're expected to collect detailed personal and financial information from their customer. That information is then used to help shape any recommendations that may be appropriate for them. The adviser is then required to issue a letter to the consumer, setting out the reasons why that product meets their needs; that letter is sometimes also known as a suitability report. However, in this instance, SJP say that they only have very limited details about Mr A and nothing to confirm why their adviser came to recommend the protection plan that he ultimately took out. But, just because SJP doesn't have copies of the interactions that they had with Mr A back in either 2006 or 2008, it doesn't necessarily follow that they've done something wrong.

I say that because financial services firms are only obligated to hold on to records for as long as is reasonably necessary and it varies depending upon what the adviser provided advice on. This is covered under the regulator's SYSC 9.1 rule. For example, in pensions, financial services firms are required to hold on to records indefinitely but for the likes of protection recommendations, they only need to retain the papers for up to six years. Some firms choose to hold on to them for longer, but just because SJP no longer has the paperwork from 2006 or 2008 doesn't mean that they've done something wrong.

Mr A's representative has levelled much criticism at SJP for their record keeping and not being able to support their advice, but I think it's also important to recognise that Mr A would have been provided with a suitability report explaining why the recommendation was suitable, but he's not been able to produce that to support his complaint either so we can't conclude why the advice was deemed to be appropriate for him at that time.

For me to be able to uphold Mr A's complaint and instruct SJP to refund his protection premiums, I'd need to be satisfied that they'd done something wrong. But, that threshold hasn't been met, which is sufficient evidence that SJP's advice was unsuitable or caused financial loss. And, the existence of a life cover quote from 2006, in my opinion, doesn't meet that hurdle. But in any event, Mr A hasn't been able to produce any bank statements showing that an ongoing premium was taken during that window, so I well suspect it was just that, a quote which he opted not to act on.

In respect of the 2008 protection plan that lapsed five years later, SJP have shown that Mr A sold the existing property he owned in 2005 and purchased a new home in 2006. However, in his complaint to this service, Mr A's representative is relying on information to support the unsuitability of advice on facts from three years prior to the 2008 plan being taken out. I have seen various exchanges between our Investigator and the CMC about whether a level term policy could ever be suitable to cover a repayment mortgage but I think it's worth explaining here that given the lack of records, we can't say for certain that the plan was taken out purely to cover a mortgage – it's entirely possible that Mr A may have had other needs in mind in addition to his borrowing. Without clear documentation or corroborating evidence, it is not possible to establish that the advice in 2008 fell below the required standard. In these circumstances, I do not consider it fair or reasonable to hold SJP responsible for any alleged loss.

As I've not been able to conclude that SJP have done something wrong, it therefore follows that I'm not upholding Mr A's complaint.

My final decision

I'm not upholding Mr A's complaint and as such, I won't be instructing St James's Place Wealth Management Plc to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 January 2026.

Simon Fox
Ombudsman