

The complaint

Mr D has complained about the incorrect information he received from St. James's Place UK plc (SJP) when he tried to register an Expression of Wish (EOW) form with it for his pension plan. Mr D has also said that the EOW should have been addressed when he first set up the plan.

What happened

In a call with SJP on 3 February 2025, Mr D said that he'd received the previously requested blank EOW form and was seeking assistance in completing this before reading out the following statement on the form to the call handler:

"If you wish St. James's Place to consider making payment of a lump sum on death to the trustees of Legacy/Asset Preservation Trust, tick Yes, otherwise tick No. (if Yes, please provide a copy of the Trust and any Letter of Wishes."

Mr D then confirmed that he understood this, but asked what would happen if he didn't have a copy of the Trust or Letter of Wishes as these would previously have been registered with his SJP Partner, and he wouldn't have access to them now.

The call handler confirmed that, if the answer to this question was "Yes" then Mr D should choose this option (although I note that Mr D's recollection on this point is different). It was further explained that upon receipt of the EOW form, SJP would contact Mr D to request a copy of the Trust and any Letter of Wishes, at which point Mr D could call SJP to confirm that he didn't have access to these.

SJP also said that it couldn't note this on his file at the time of the call, as there was no "open work" to allow this to be done.

Mr D also mentioned during this call that, when he rang previously to request the blank EOW, he asked for a stamped addressed envelope to be included. This was then sent with a letter of apology on 12 February 2025.

In a further telephone call on 13 February 2025, Mr D asked to speak to the same call handler, but this wasn't possible, so the different call handler accessed Mr D's account and confirmed that the calls Mr D had previously had with the previous call handler were logged.

The call handler read the notes from the previous calls and was able to confirm that the stamped addressed envelope was with SJP's postal team awaiting dispatch.

A further letter, which included the EOW, was dated 20 February 2025 but not issued until 25 February 2025.

Mr D then emailed SJP on 1 March 2025 to confirm that he'd received the EOW and had completed and returned this.

Mr D complained to SJP, saying the following in summary:

- SJP was unable to register his EOW on his file as he'd ticked "Yes" to the question relating to having a Legacy Preservation Trust. He'd been told to tick "Yes" by the first call handler, but didn't have access to the LPT as he didn't have an SJP partner. The call handler should therefore have told him to tick "No" instead – and so he'd been given incorrect information.
- The EOW and prepaid envelope weren't contained in the letter sent by SJP and he had to call SJP on 25 February 2025 to re-request them. This required additional effort and time spent on the matter.
- He'd been incorrectly told by the initial call handler that he still had access to an SJP partner, but this wasn't the case.

In its response to Mr D's complaint, SJP said the following:

- The initial call handler had said that "if" the answer to the question relating to the LPT question was "Yes", then he should tick that box and SJP would contact him further about this if it required further information.
- Its letter of 20 February 2025, in which it enclosed the blank EOW and prepaid envelope, wasn't released by its postal team until 25 February 2025. The previous letter of 12 February 2025, which only enclosed the prepaid envelope, had been sent to Mr D in response to his initial call on 3 February 2025. Mr D had only requested the pre-paid envelope, however, and not the EOW.
- Its administration system still had an SJP partner recorded for Mr D, and so the information provided to Mr D about this wasn't incorrect.

Dissatisfied with the response, Mr D referred the matter to this service. One of our investigators considered the complaint, but didn't think that it should be upheld. He said the following in summary:

- The role of the Financial Ombudsman Service was to investigate whether an error had occurred and if this had resulted in a financial loss, we would seek to return the consumer to the position they should have been in had the error not occurred.
- In this instance, Mr D had confirmed in a telephone conversation with the investigator that he hadn't suffered a financial loss, but had experienced what he considered to be poor customer service. But poor service wasn't a regulated activity and bearing in mind no financial loss has incurred, this wasn't something on which this service would usually comment.
- It was the role of the Financial Conduct Authority (FCA) to tell a business that it must improve the level of service it provides.
- As Mr D had confirmed that the EOW had been completed, no further action was necessary.

Mr D disagreed, however, saying in summary that it was unfair that SJP would escape any form of censure simply because he hadn't incurred a financial loss. It had breached its responsibilities by providing incorrect information, and although this service wasn't the regulator, we could still investigate this.

The investigator acknowledged that poor customer service could be considered and where this had had a significant impact on a consumer, an award in respect of the trouble and upset caused could be made. But this wasn't the case here.

Mr D responded to say that there had been an interdepartmental failure to record him as no longer having access to an SJP partner. The information he'd been given that he still had access to the partner was incorrect. Further, when the account had been set up by a previous partner, they had failed to raise the matter of an EOW.

The investigator's ombudsman manager then endorsed the investigator's view, saying that, although we hadn't been provided with the call in which Mr D had said he was told to tick the "Yes" box, this wouldn't be necessary to conclude that Mr D had nevertheless not been caused sufficient inconvenience to warrant a compensation payment. It didn't cause a real harm or lasting impact, she added.

The ombudsman manager also said that it may also have been frustrating to chase the pre-paid envelope, but SJP was under no obligation to provide this, and if Mr D wished to complete the process urgently, he could have posted it himself or scanned it and emailed it.

Mr D responded to say that the assessment so far hadn't addressed the issue of why the EOW hadn't been raised when the plan was established. If there had been failings in this regard, then this had significant ramifications in terms of customer service and potential compensation payments, Mr D added.

The ombudsman manager replied to say that EOWs can be useful where there is a more complicated situation than a surviving spouse and several parties may be entitled to a claim on pension proceeds.

But, she added, discovering that he hadn't completed an EOW, which was easily resolved, wouldn't change her view that this hadn't had a prolonged or significant impact on Mr D.

Mr D continued to disagree, however, saying in summary that SJP had failed to initiate any form of creating an EOW, which ran contrary to industry standards. Nor was the principle of having a spouse relevant to his circumstances, he added. An EOW was designed to make matters more straightforward for the plan trustees, but by its failures to adopt best practice with regard to an EOW at the outset, SJP had made matters more complex.

Mr D concluded by saying that the matter remained an ongoing and annoying issue.

As agreement couldn't be reached on the matter, it's been referred to me for 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.

And having done so, I've reached broadly the same conclusions as the investigator and his ombudsman manager, and for similar reasons.

I understand that Mr D feels he's been inconvenienced by needing to start the EOW process himself, that this should have been addressed when he first set up the plan, and by what he feels has been the incorrect information relating to it. But as has previously been set out, I don't think the situation was, or ought reasonably to have been, onerous to resolve. And nor do I think that any inconvenience caused in that regard would meet the threshold to warrant a compensation payment.

I've noted above that there's a difference of opinion on whether Mr D was instructed by the SJP call handler to tick the "Yes" box to begin with, but even if a mistake had been made by SJP here, then it was a fairly uncomplicated situation to resolve. And I'm pleased to see both that the EOW has since been put in place, and that SJP offered an apology for any delay in sending the prepaid envelope (which, as noted previously, I don't think it was in any case under any obligation to send).

Further, although Mr D has said that he was given incorrect information about still having access to an SJP partner, I think it's clear from other correspondence that Mr D would have been aware that this wasn't the case – and so, despite any issue with SJP's system which mean that this information wasn't readily available to the call handler, this also ought to have been reasonably straightforward to resolve. Again, I don't think the information conveyed by the call handler, given that Mr D had received prior written confirmation that he no longer had access to an SJP partner, ought reasonably to warrant a compensation award.

And so my conclusion is that the complaint shouldn't be upheld. I acknowledge Mr D's depth of feeling on the matter, but I think it would difficult to fairly or reasonably conclude that any distress felt by Mr D in this matter has been, or ought reasonably to have been, caused by SJP.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 October 2025.

Philip Miller
Ombudsman