

## The complaint

Mr J complains that St. James's Place Wealth Management Plc ('SJP') has failed to provide the ongoing advice he was paying for.

## What happened

I understand that Mr J has been a customer of SJP or its predecessors since at least April 2000.

In February 2009, SJP recommended that Mr J transfer five pension plans, which he held with four different providers, and consolidate them into a St James's Place Retirement Plan. Briefly, SJP said Mr J wanted to improve the performance of his funds and had been disappointed with the recent performance of his existing pensions.

On 26 February 2013, SJP recommended that Mr J transfer another pension that he held with a different provider, into the plan he'd opened with St James's Place in 2009. It said the existing provider didn't offer Mr J advice on his pension and transferring would allow Mr J to invest these funds in line with his existing funds held in the retirement plan, to maximise his retirement funds. SJP said that it also strongly recommended that it and Mr J "*conduct a review of your circumstances at regular intervals*". And it said it would write to him each year, on the anniversary of the plan, to provide an annual summary and arrange a review.

SJP's 'Key facts about our services and costs' document from the time confirmed that, for pension advice, the cost of its ongoing advice and review service was 0.25% per year.

Mr J also held an Investment ISA with St James's Place. In November 2015 he withdrew the balance, at that time £2,132.74, but told his SJP adviser that he hoped to begin investing again in the future.

In November 2017, Mr J took further advice from SJP, this time in relation to investment planning. It noted that he wanted to begin making regular investments, from savings he'd accrued. So, SJP recommended that he again invest in a St James's Place ISA – making equal monthly deposits to utilise his annual ISA allowance in full. It also recommended that this be reviewed annually with SJP, on an ongoing basis, for which again I understand there was an annual cost.

On 5 March 2019, SJP wrote to Mr J again, about his retirement planning. It said it had explained in 2009, the reasons for its initial advice and recommendations. And the advice it was now providing was a continuation of this. SJP said it recommended that Mr J make a lump sum deposit of £40,000 (gross) to St James's Place Retirement Plan as he had sufficient available annual allowance. And it said the reasons for this remained the same as when it made its initial recommendation.

On 3 December 2019, Mr J requested the closure of his Investment ISA and asked for the proceeds to be paid to his current account. This was completed on 17 December 2019, with £53,237.01 transferred.

SJP has provided a copy of a letter addressed to Mr J and his wife, dated 23 February 2022 (Mr J's wife had opened a pension with SJP in 2018). The letter was titled 'Review Meeting' and said it summarised their discussions, during the review of Mr J and his wife's plans, on 13 December 2021. The letter started by referring to a business that Mr J had set up which he hoped to pursue further. But it noted that this had unfortunately been severely affected by the pandemic. It said that Mr J was happy with the service he was receiving and his investments and that they had discussed pension options as he wanted to potentially look at taking tax-free cash to inject cash into his business. But it said SJP had agreed with Mr J that this was not a good idea.

Mr J emailed SJP on 10 July 2023, asking for an updated value of both his and his wife's pensions as of that day. SJP replied on 12 July 2023, providing Mr J's valuation and confirmed that it would send his wife's directly to her. The email said the adviser was "*obviously very sorry to hear about recent events*". And the email concluded by saying that the adviser was working more regularly closer to where Mr J lived, so was happy to arrange a time to meet when convenient.

SJP has provided another letter, dated 29 August 2023, again addressed to Mr J and his wife, titled 'Annual Review'. The letter said it summarised discussions that took place on 17 July 2023 and started by saying the adviser was sorry to hear that Mr J's business had gone into receivership that had result in him having lost "*quite a lot of money*". The letter was split into two subsections – one bearing Mr J's name and the other his wife's.

The section specific to Mr J said they had discussed market volatility and said Mr J was happy with his investments and wanted to continue to receive the advised service from SJP. It said that Mr J and his wife were looking to sell their property and downsize but would still require a mortgage. So, SJP was to put together income projections for Mr J's pension to assist with a mortgage application. There was then a section about 'changes to your circumstances' but said that Mr J had confirmed there were no other circumstances which may impact SJP's advice.

Mr J complained to SJP on 12 May 2024. He said he hadn't received any ongoing advice or re-assessment of his investments since he'd begun paying for this (2013). So, he wanted SJP to refund all fees charged for the ongoing service.

SJP responded to the complaint in December 2024. It said it believed Mr J's complaint about events more than six years before he complained had been raised too late under the rules set by the regulator the Financial Conduct Authority ('FCA'). So, it wasn't going to address reviews due or missed prior to May 2018. It said reviews had been conducted in 2019, 2021, 2022 and 2023. It also said it was not refunding fees for a review due in 2024 as this was not yet overdue. But it acknowledged that it hadn't carried out a review in 2020. So, it said it would refund the fees in respect of that review.

Mr J asked us to consider his complaint. He confirmed he was not pursuing a refund of fees from 2014 – 2018. But he didn't agree with SJP that it had carried out reviews each year, as it had suggested. So, he was still seeking a refund of all fees from May 2018 onwards.

One of our Investigator's considered the complaint. They said they hadn't seen any evidence of a review having been conducted in 2021. And they did not agree with SJP that the 2024 review, which ought to have taken place around March 2024 but hadn't been carried out, was not overdue. So, they recommended that, in addition to fees in respect of the 2020 review, SJP also refund the fees in respect of the 2021 and 2024 reviews – which hadn't been conducted. They were however satisfied that the evidence indicated reviews had taken place in 2019, 2022 and 2023.

SJP accepted the Investigator's opinion.

Mr J disagreed. He disputed that reviews had taken place in 2019, 2022 and 2023 and said that the letters provided in respect of the 2022 and 2023 reviews had not been sent to him. He said that he believed they had potentially been falsified and created at a later date based on information that SJP had become aware of since. In support of this he noted that the letters were not included in information sent to him by SJP under a data subject access request ('DSAR').

I issued a provisional decision in November 2025 explaining that I thought Mr J's complaint should be upheld in part. Below are extracts from my provisional findings, explaining why, which form part of my final decision.

*Mr J has been clear that his complaint is about SJP not providing the ongoing service that he paid for. And he has also confirmed that he is not pursuing a claim about fees prior to May 2018 – six years before he complained. So, I don't need to comment on the argument made by SJP that those fees before May 2018 would be outside of our jurisdiction to consider, other than to say, based on the information available, I think that is potentially the case.*

*Mr J said during his complaint to SJP that he felt the cost of the service not provided went beyond the fees specifically for ongoing advice from his SJP partner, arguing that the cost of providing the service was also built into the other fees collected by SJP. And I believe he was referring to fund or management charges.*

*Ongoing fund or management charges would always have been payable for the products Mr J held – whether or not he'd agreed to receive ongoing advice. And I don't agree that these should also be refunded, in part or in full, where the ongoing advice service has not been provided. I haven't seen or been provided any evidence that these other fees were in part for the provision of ongoing advice. And it appears that Mr J has had use of the products that these product charges related to. There is a specific and distinct charge attributable to the ongoing service. And so, for clarity, as Mr J's complaint is that the ongoing service has not been provided, it is those specific charges for ongoing advice, and whether they should be refunded that I've considered.*

*It was the advice given by SJP at the end of February 2013, that included the recommendation that Mr J take up SJP's ongoing advice service in respect of his pension. And the advice said reviews would be arranged annually, on the anniversary of the account. I'm satisfied it's reasonable to say the anniversary date was the end of February. So, the annual reviews in respect of the pension ought to have been conducted around that time each year.*

*SJP acknowledged in its response to Mr J's complaint that it failed to provide the relevant service in 2020. So, there is no dispute that there was a failing by SJP in respect of that review.*

*Our Investigator found that SJP had also failed to conduct annual reviews of Mr J's pension in 2021 and 2024, and that the related fees should be refunded. I agree with the Investigator that there is no evidence of those reviews of Mr J's pension having been conducted and that the 2024 review (due in February / March 2024) ought to have been conducted before the complaint was made. SJP accepted the Investigator's opinion in respect of these reviews. So, again there appears to be no dispute that these services were not provided.*

*What is left for me to consider therefore are whether the agreed services, most notably annual reviews, were provided as they ought to have been by SJP in respect of Mr J's pension in 2019, 2022 and 2023. And I've also looked at whether reviews of the ISA were*

carried out – in line with the recommendation made by SJP in 2017 that these be done annually.

*The annual review of Mr J's pension due in 2019*

*As I've explained, SJP wrote to Mr J on 5 March 2019. The letter summarised that SJP recommended Mr J make a lump sum payment to his pension, as he had sufficient annual allowance to do so. The letter also said that this advice, was a continuation of the 2009 advice and the reasons for it were the same as in 2009.*

*I've seen no evidence of any other correspondence from around that time, which is when an annual review of Mr J's pension was due. So, I can only assume that SJP considers this letter to represent the annual review. I've thought about whether this letter can fairly be said to evidence an annual review having been carried out. But I don't think it can.*

*It is first worth noting that, unlike the letters SJP has provided from 2022 and 2023, the title of this letter was 'Retirement Plan Top-up', rather than referring to a review.*

*The letter did relate to the pension. But the purpose of the letter was very clearly a recommendation to contribute additional funds to the existing pension. It contained no information about the existing pension - such as an up-to-date balance or summary of the investments.*

*I acknowledge there isn't a requirement from the regulator for an annual review to be formatted in a specific way. But I think, at a minimum, there would need to be some direct reference to the product that was apparently being reviewed, for a letter to reasonably be said to evidence a review having been conducted.*

*The letter said Mr J had told SJP his objectives, planned retirement age, preference for SJP's approach to investment management, employment status and other retirement options hadn't materially changed since 2009. And it said his attitude to risk remained as before. SJP has provided a copy of a fact find to support this having been discussed – although I'd note this doesn't appear to have been a newly completed fact-find but rather a copy of the fact-find from the time of its initial advice with a small addendum made to the notes saying nothing had changed. But that isn't enough, in my view, to demonstrate that a review took place.*

*Again, the purpose of gathering this information appears to have only been to recommend a further investment – for which I understand Mr J is likely to have incurred further fees, aside from the ongoing advice fee. There was no reference to the existing pension in the summary letter. And there is no evidence, in either document, of consideration being given, ten years removed from the advice SJP was relying on to recommend further investment, as to whether the suitability of Mr J's existing pension and investments had been impacted by that passage of time. So, I think this recommendation was a separate event to the annual review that ought to have taken place. That isn't to say that they couldn't have been conducted in conjunction. But I think SJP needed to evidence a lot more clearly, the two separate events taking place, which it hasn't done here.*

*So, based on the available information, I don't think there is sufficient evidence of SJP conducting an annual review in 2019 as it should have. And so, I currently think the fees paid in respect of that annual review also ought to be refunded.*

*The 2022 and 2023 reviews*

*SJP has provided letters from February 2022 and August 2023 which it says summarise*

*review discussions, that happened in December 2021 and July 2023 respectively. For the avoidance of doubt, although the discussion the February 2022 letter refers to apparently took place in 2021, I'm satisfied like our Investigator, given when the anniversary date of the pension actually was, that this should be considered as apparent evidence of the 2022 review.*

*Mr J says no such discussions took place and that these letters were not sent to him. He says he believes that they were potentially falsified by SJP and created at a later date after he complained. And he says that these were not included in the DSAR response SJP sent to him.*

*While I've thought about this all carefully, again I'm deciding matters on a fair and reasonable basis and the balance of probabilities. So, while I note Mr J's comments regarding the authenticity of the letters, I'm satisfied on balance that they are more likely than not to be genuine and that discussions between Mr J and SJP likely did precede them.*

*Firstly, if as Mr J suggests the letters were falsely created by SJP to attempt to evidence reviews taking place when they didn't, which for the avoidance of doubt I don't think they were, I would question why similar letters wouldn't have been created to indicate no wrongdoing in other years when reviews had clearly not taken place.*

*In addition, the letters contain references to events specific to Mr J. The February 2022 letter talks about him now running a business – to which I can see he was appointed after his last discussion with SJP prior to this. So that information appears accurate. It also said that this had been impacted by the pandemic. And it referred to a potential objective of his – with consideration having been given by Mr J to drawing tax free cash to support his business. I haven't seen any evidence of this information being provided to SJP at an alternate time.*

*Shortly prior to the August 2023 letter, there was an email exchange between Mr J and the adviser. That email exchange indicates Mr J made the adviser aware of some "recent events" which the adviser said they were sorry to hear about. That appears to have been Mr J's business entering liquidation. Which the 2023 letter referred to. But the email exchange also alluded to arranging a meeting when convenient. The August 2023 letter then went on to discuss further details personal to Mr J – that he was looking to downsize but would still require a mortgage and that the pension income would likely be needed to support the mortgage application. And I haven't seen any evidence of this information, contained within the letter, being shared with SJP at a different time.*

*While the information about Mr J's appointment to the business he ran and it entering liquidation are a matter of public record, the other details given in the letters, such as potential objectives and needs, are not. Which I think supports the letters reflecting discussions that took place.*

*In addition to the letters SJP has also provided notes from the adviser's calendars of discussions being scheduled. And it has provided copies of updated fact-finds which it says were completed at the time of the discussions. A lot of the information contained within these documents and the letters is similar. But I think it is unlikely that these documents would also have been created dishonestly.*

*It is true that the letters do not appear to have been included in the DSAR response from SJP to Mr J. And it isn't clear why. For the avoidance of doubt whether the DSAR response was completed correctly isn't a part of the complaint I'm considering. But I don't think that this information being omitted is enough to say that the letters were not genuine and that discussions did not take place. Rather, in my view, it is more likely that they were omitted due to human error.*

*So, I'm satisfied on balance the letters were sent and were based on contact between the parties. With that in mind, I've thought about whether they are enough to say that SJP carried out annual reviews as it should have as part of the ongoing service Mr J was paying for.*

*The letters were headed 'Review Meeting' and 'Annual Review'. As I've already explained, they contained a short summary of circumstances specific to Mr J, which were recorded in the accompanying fact-finds. The fact-finds also showed a change in Mr J's financial circumstances being noted, as the income figures were amended from 2022 to 2023. Which I think indicates his circumstances were discussed. Both of the letters also contained an updated valuation of Mr J's pension – which as I've explained I think is something I'd reasonably expect to see as part of a review of a particular product. Both contained sections referring to investment reviews. And there were discussions of financial objectives in each letter – the 2022 letter talking about potentially utilising tax-free cash, which SJP didn't recommend, and the 2023 letter talking about the need for a mortgage and income projections from the pension to support this.*

*The section about 'investment reviews' in the letters were rather short, some of the information about market conditions was fairly generic and they amounted to confirmation that Mr J was happy with how his pension had performed. But it also seems to have been confirmed that Mr J's attitude to risk was unchanged and so I think it was reasonable for SJP to consider the investments still suitable for him. I also note that annual wealth reports appear to have been sent separately by SJP (I've been provided a copy of the most recent 2024 version) which go into more detail. And so, in the circumstances, I don't think the lack of detail on this point in the review letters means that this wasn't reviewed and discussed.*

*Taking all of this into account, I think the available evidence suggests that SJP did provide the agreed ongoing service and carried out annual reviews of Mr J's pension in 2022 and 2023. So, I don't think it would be fair to require the fees for these services to be refunded.*

#### **Reviews of Mr J's ISA**

*As I summarised, in addition to his pension, Mr J also held an investment ISA. And when he began making regular investments into this, on SJP's advice, from 2017, it also recommended that he take up its ongoing review service for this account. It again explained that this would involve annual reviews on the anniversary of the account. I'm satisfied that the anniversary of this account would have been November each year (as November 2017 was when the advice to invest was given). And so, annual reviews ought to have taken place in November 2018 and November 2019 - with the instruction to close the ISA not coming until December 2019. I understand, based on the information about SJP's services and costs, it is likely Mr J paid further fees for ongoing advice in relation to the ISA from the ISA itself (although the recommendation letter did not clearly outline the cost).*

*I've seen no evidence however of any annual reviews of the ISA having been undertaken by SJP in November 2018 or November 2019. I think it would potentially have been reasonable for these to have been combined with reviews of his pension. But as I've said, no pension reviews seem to have happened during that period nor is there any indication the reviews were combined.*

*As a result, I can't say, based on the evidence currently available, that SJP has provided the ongoing service it recommended to Mr J in respect of his ISA, in 2018 or 2019. And so, I also think, any fees paid in respect of this service should be refunded to him.*

#### **Responses to my provisional decision**

I gave both parties an opportunity to make further comments or send further information before I reached my final decision.

Mr J said he accepted my decision in respect of which reviews had and had not been provided.

In relation to how things should be put right he again said I should instruct SJP to provide a breakdown of all charges applied to his pension and ISA, including how the fund charges were constituted. And he said any parts of the fund / management charges that related to advice should also be refunded. Lastly, Mr J confirmed he still held his pension, just with a different provider. And he said he wanted to avoid a notional deduction being made to any redress so any payment should be made directly to his pension by SJP.

SJP did not agree that the advice to make a top up to the pension in 2019 did not represent a review, saying the fact find was vastly different to the 2009 version and none of the information could have been updated, including about the ISA, without a review having taken 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.

The only part of my findings in respect of whether services were provided as they should have been which either party has disputed is the events around SJP's recommendation in March 2019. So, in respect of the other reviews, I don't have anything further to add nor do I have any reason to change my opinion from that which I set out in my provisional findings.

Turning to the 2019 review, firstly, in respect of the fact-find we've been provided dated 2019, I recognise that I was not clear in my provisional decision when I said that this seemed largely unchanged since SJP's 'original advice'. I was referring to the advice in 2013, when ongoing reviews were first recommended, and the fact find at that time being similar to that in 2019 with a few amendments. But I recognise by using the term 'original advice' I likely caused some confusion, as there was advice earlier than this from SJP in 2009, which the top up advice in 2019 says it stemmed from.

I apologise for any misunderstanding on this point. For the avoidance of doubt, I recognise that the 2009 fact find was different to the one dated 2019, as it was in an entirely different format. But the 2019 fact find, was in the same format as ones we've been provided which SJP says were completed in 2013, 2017 and 2018. And the content of those fact finds were very similar. But ultimately, the point I was making, was that the fact find from 2019 doesn't, in my view, reflect an annual review being conducted. Rather, it seems to have only been partially updated, and I think this was solely in support of the advice SJP provided at that time to make a further investment.

SJP has argued that the fact-find being updated at all is evidence of a 'review' having been undertaken. But I don't agree. Amendments to the fact-find indicate there was a discussion at that time. But that wasn't in dispute – as I'm satisfied there was likely a discussion which preceded SJP's advice to make a further investment. As I explained in my provisional findings though, all of the information from that time related to the advice to make a 'top-up' investment. The advice letter referred to this in its title and not a review of the existing products. The advice contained no summary of the existing products. And I haven't seen any evidence of a review of Mr J's existing arrangements, and in particular their ongoing suitability, having been conducted as part of the advice that took place in March 2019.

So, while I understand that SJP does not agree, I still don't think there is sufficient evidence of an annual review having been conducted in 2019 (either of the pension or the ISA). And as a result, I remain of the opinion that the relevant fees for ongoing advice for that year should also be refunded to Mr J.

Mr J has again said he thinks that SJP should also be required to refund any portion of other charges that have been applied to his pension and ISA (fund and management charges) that relate to advice. But as I explained in my provisional decision, I don't agree.

I've seen no evidence that any portion of these other charges were for the provision of ongoing advice. Which I don't find surprising as there was a specific charge, payable to SJP, for this service. In addition, Mr J's pension and ISA were provided and administered by separate businesses within the St James Place Group to St. James's Place Wealth Management. So, any fund or management charges were not charged by, or for the benefit of, the specific business that this complaint is against. And that notwithstanding, as I've already explained, I'm satisfied that any fund / management charges would always have been payable for holding the products that Mr J had - regardless of whether he agreed to ongoing advice from SJP. So, I remain of the opinion that the fair and reasonable resolution, where SJP has failed to provide annual reviews or ongoing advice services, is for the charges specific to those services to be refunded.

So, in summary, for the reasons I've explained, I think Mr J's complaint should be upheld in part. I think the specific ongoing advice fees in respect of his ISA for the years 2018 and 2019 should be refunded in full. And for his pension, I think SJP has failed to provide the agreed service in 2019, 2020, 2021 and 2024 and all ongoing advice fees in respect of those reviews not conducted should be refunded. I am satisfied though that SJP provided service to Mr J for the years 2022 and 2023, so the ongoing advice fees charges in respect of the services in those years do not need to be refunded.

### **Putting things right**

I believe it is fair and reasonable that all fees that were charged and applied to Mr J's accounts, in respect of the services not provided, be refunded.

These amounts should be adjusted for growth had the fees remained in the existing products (and invested in the same way), from the date the fees were deducted to the date of my final decision.

As Mr J's ISA is closed, the compensation amount in respect of the ISA should be paid directly to him as a lump sum.

Mr J has said that his preference is for redress in respect of his pension to be paid into the pension, which is now held with another provider. And I agree that the compensation amount in respect of Mr J's pension should be paid into the pension *if possible*. The payment should allow for the effect of charges and any available tax relief.

However, if paying the compensation into the pension plan would conflict with any existing protection or allowance, I wouldn't expect SJP to pay the compensation into the pension in those circumstances. And, if that is the case (which I'd expect SJP to provide evidence to Mr J to support why the payment into the pension wasn't possible), compensation should instead be paid directly to Mr J.

If a lump sum payment is made to Mr J in respect of redress due on the pension, SJP can

make a notional deduction to allow for future income tax that would otherwise have been paid when funds were drawn from the pension. Mr J has said he wants to avoid incurring a notional deduction. Which I understand. But, in the event payment into the pension is *not possible*, a notional deduction from any lump sum is in my view fair and reasonable, as otherwise Mr J would benefit from amounts tax free he would otherwise have been taxed on.

If Mr J has remaining tax-free cash entitlement, 25% of the loss would be tax-free and 75% would have been taxed according to his likely income tax rate in retirement – presumed to be 20%. So, making a notional deduction of 15% overall from the loss adequately reflects this. If, however, Mr J has utilised his tax-free cash entitlement, a notional reduction of 20% would be fair.

For the avoidance of doubt, no notional deduction should be made from redress in respect of the ISA.

SJP should also provide details of the calculations of the redress to Mr J in a clear, simple format.

### **My final decision**

For the reasons I've explained, I uphold this complaint in part. To put matters right, St. James's Place Wealth Management Plc should pay compensation in line with the methodology set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 6 January 2026.

Ben Stoker  
**Ombudsman**