

## The complaint

Mr G complains that St. James's Place Wealth Management Plc (SJP) transferred the servicing of his pension plan from one of its "partners" to another without his consent or making him aware.

## What happened

In September 2019 an advisory practice, who was a partner under SJP's umbrella, advised Mr G to transfer an existing personal pension plan into an SJP retirement account. In 2022 the adviser recommended a further transfer of another personal pension into the existing SJP plan.

But in late 2024 Mr G was approached by a new partner of SJP who informed him that it would be taking over the servicing of his plan. Mr G said he hadn't received any prior notification of the change from his existing adviser – nor had he consented to the change. He felt he wasn't valued by the adviser by being "*offloaded to third party*." He wanted a full breakdown of any penalties and charges on his plan that might apply if he were to transfer to a new provider.

SJP said:

- The transfer of a client and their plans to a new partner isn't something for which it requires consent from the client.
- The previous partner had written to Mr G to inform him of its decision to move his account to another partner – and that a new partner would contact him to agree future arrangements. But it apologised if Mr G hadn't received the original letter before the change was made.
- But it said there are occasions when clients need to move between partners and in this instance it was satisfied the process had been followed correctly.
- All the charges and fees were to remain as previously set out by the previous adviser. Although it confirmed that an early withdrawal charge (EWC) of £859.69 on the second transfer would still apply until January 2029.

Mr G wasn't happy with the response and thought it wasn't made clear to him that the transfer of a client "*wasn't a consent related activity*" when he transferred his pensions to SJP. But because of the time it took SJP to respond to his complaint he had already brought his complaint to us. One of our investigator's looked into the matter but they didn't think the complaint should be upheld. They thought that:

- The SJP partner made a commercial decision to end its arrangement with Mr G and transfer the servicing of his plan to a new partner – which it was entitled to do. We wouldn't normally interfere with such everyday commercial decisions.
- As the new partner would be providing the same service for the same costs – and there were no increases in the costs of the retirement account – Mr G hadn't suffered any financial loss.

- So SJP hadn't treated Mr G unfairly. It had taken a long time to respond to his complaint but as complaint handling itself wasn't a regulated activity this wasn't something we could consider.

Mr G said:

- He didn't accept SJP's explanation of the change of adviser being "*not a consented activity*." He felt he should have been given the choice to accept the new adviser or transfer elsewhere (without financial penalty) if he wasn't happy with the change.
- He hadn't seen – or signed – the privacy policy that SJP said covered the "consent" issue.
- He may have suffered a financial penalty as he isn't able to move to another provider until 2029 because of the EWC.
- The changes were made without his consent.

Mr G asked for his complaint to be referred to an ombudsman – so it's been passed to me to review.

Mr G completed an annual review with the new advisor in March 2025.

### **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 the same conclusion as the investigator. I don't think SJP has acted unfairly here – which I imagine is an outcome that will disappoint Mr G – so I'll set out my reasons below.

Mr G's SJP advisory partner began its association with him in 2019 and provided an ongoing service for five years. So I can fully understand why Mr G was happy with that arrangement and wished for it to continue and would have been disappointed to learn that he had been "passed onto" a new partner in late 2024.

I've seen a copy of the letter that the original partner sent to Mr G in November 2024. It said that the partner had made "*some structural adjustments*" to its business to streamline its process following the introduction of the consumer duty requirements. It set out details of the new partner firm that would manage Mr G's account and act as his contact for financial planning needs. It's not clear what these structural changes were but the consumer duty requirements were introduced to create a "higher and more exacting standard" in treating customers fairly and communication. So I think it's fair to conclude that the partner didn't feel it would be able to look after Mr G up to the standards required going forward.

When Mr G first took out his plan the suitability report that was issued set out the ongoing service he could expect. The report said "*as part of my ongoing service, I will contact you on a regular basis to review your financial arrangements to ensure these remain aligned to your aims and objectives. We have agreed this should be at least annually....*"

Mr G paid an ongoing service charge for annual reviews so if the partner felt it could no longer provide this service, then I think it was reasonable for it to tell Mr G that and, more importantly make alternative arrangements for his ongoing financial planning. But in any case, this was a commercial decision that was made by the partner, and we wouldn't usually interfere with these types of everyday decisions that a business makes. However, I would expect the firm to have made Mr G aware of its plans and to signpost any changes that would be made. I'm satisfied SJP's partner did take the necessary steps to do that.

Mr G said he didn't receive the November 2024 letter so was unaware of the change and didn't have the chance to make alternative decisions and plans – and I have no reason to dispute what Mr G said. But I note the letter was addressed to Mr G's correct address, so I'm satisfied that SJP would have sent the letter and therefore met its obligations.

Mr G said the new partner contacted him several days after that letter had been sent. So I'm satisfied that it also made Mr G aware of the change and set out how it would continue the ongoing service arrangement. Mr G said that if he'd had more notice he may have taken alternative actions – such as transferring to another adviser, and he would have been free to do that at any point during his relationship with either partner subject to the EWC that was in place. But although Mr G was a client of the initial partner he was also under the SJP umbrella, so I think it was reasonable – and its duty to Mr G – for SJP to make alternative arrangements in a situation like this one. It was in Mr G's interest for SJP to ensure its ongoing service to him continued relatively seamlessly and in accordance with the same processes and compliance requirements that SJP operates across its partners.

Reference has been made to the fact that SJP has said its didn't require Mr G's consent for his account to be switched to another adviser. And I've seen nothing to suggest that wasn't the case. I think SJP had a duty to ensure Mr G retained an ongoing service. As I said Mr G had always been able to transfer to another firm/adviser if he wished to do so. SJP also referred to its privacy policy in support of this action.

I've seen a copy of the privacy report which was available to Mr G through a link within the client registration form he signed in 2019, and also referred to within the terms of business letter that was issued to him. This same document also highlighted that if "*you no longer wish to benefit from our ongoing advice, you may ask us to stop advising you and to stop reviewing your investment and the charge for ongoing advice will cease.*" This also made Mr G aware of the option to stop the annual review if he wasn't happy with the change of partner in 2024.

The privacy policy doesn't explicitly refer to the transferring of clients between various partners but it does state that, "*in order to provide these services, we may share the personal data you provide with third parties such as other Partners within the (SJP) partner support specialists, product & service providers, administrators of a scheme relating to your investment plan, third party companies providing administration services.*" So, I think this covers SJP's ability and authority to provide client information between various partners as necessary – which was required here in order for the new partner to take over the servicing of Mr G's plan.

In Mr G's initial complaint he was concerned about any additional costs or charges that might occur as a result of the change of advisers. But Mr G wasn't switching his pension plan to an alternative one so those ongoing plan costs remained the same. And the ongoing service charge also remained at the same level as that incurred with the original partner. So there were no changes in the cost base to any of Mr G's plans and services as a result of the switch.

One cost that was set out in 2019 and again in 2022 was the EWC which would be applied if Mr G encashed his plan within a certain number of years after the initial investment.

In the case of the 2022 recommendation the EWC applied until 2029 – in line with the terms of the original advice. I know Mr G has suggested this would be a financial cost to him if he decided to transfer his plan elsewhere as a result of the change of partner, but the EWC was a cost that would always apply if a transfer had occurred during that time. This isn't a charge that has been introduced or only become relevant since the transfer of partners – so it wouldn't constitute a financial cost to Mr G simply as a result of that change. Mr G would

always have incurred an EWC if he encashed (transferred) his investment within a certain timescale and that condition still remains in place for the investment that was made in 2022.

So I can't reasonably say SJP has acted unfairly here. It made a commercial decision through one of its partners to stop servicing Mr G's plan, but made alternative arrangements for him to receive the same service from another SJP authorised partner. Both parties made Mr G aware of this change although unfortunately he didn't receive the letter from the ceding partner. But there were no additional or increased costs to Mr G following the switch so he wasn't any worse off, and he will incur an EWC charge for transferring as he would have done throughout the time he has been a client of SJP.

I understand Mr G undertook his annual review with the new partner earlier this year – so SJP has continued to provide the ongoing service it said it would. In the circumstances that have occurred I can only hope Mr G is able to continue this arrangement to his satisfaction.

### **My final decision**

For the reasons that I've given I don't uphold Mr G's complaint.

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

Keith Lawrence  
**Ombudsman**