

The complaint

Mrs F and Mr F as trustees of the J Trust have raised concerns regarding the service provided to them by St. James's Place Wealth Management Plc ("SJP"). These include –

- A failure to provide the ongoing advice service paid for.
- Poor customer service and a lack of succession planning.
- Barriers to fund exit and delays to encashment requests.
- A lack of integrity.
- System failures.
- Having to deal with the SJP partner who created the concerns.

What happened

The background to the complaint will be well known to both parties, so I'll only give some key details here.

Mrs F and members of her family have held a range of products with SJP in various capacities since 2012. For clarity, this complaint deals solely with the products and associated servicing relating to the J Trust, which was set up in relation to an inheritance received by Mrs F's two daughters.

These products are primarily two SJP International Trust Bonds (ITBs) started in 2012 with £125,000 committed to each. Subsequent additional £12,500 contributions were made to each bond in 2014 following receipt of further monies from the final administration of the inheritance. SJP recommended at this point that it start to provide its ongoing advice service to regularly review the investments, which would be charged monthly at 0.5% of the investments' value.

In February 2024 Mrs F complained to SJP as set out above. In the absence of a final response the complaint was then referred to this service in September 2024.

An investigator considered the matter and concluded the complaint should be upheld in part. Regarding the various concerns raised he said, in brief,

- A failure to provide the ongoing advice service paid for –

While there was documentary evidence to support a degree of ongoing communication between the parties, along with a suggestion that some annual reviews had been carried out, there was nevertheless insufficient evidence to satisfy him that a full and proper ongoing advice service had been provided since 2014. As such, he felt the charges relating to the ongoing services should be refunded.

- Poor customer service and lack of succession planning –

Mrs F had said she experienced several changes in SJP partners and needed to bring them up to speed on the investments for discussions to take place. She'd also said SJP's call centre staff couldn't find her records, requiring her to provide all her

details, and then she was passed to another staff member with no forwarding information who was rude. SJP had acknowledged that at least one of the new partners had not been fully briefed and Mrs F had to inform him of the investments. It was noted the SJP partner had been embarrassed by this. SJP also acknowledged the service provided by the call centre staff was poor. The investigator felt it was reasonable for Mrs F to expect that, when her SJP partner changed, the new one would be properly prepared. So, he felt it fair to say the SJP partner and the call centre staff's service fell below what we'd expect of them.

- System failures, barriers to fund exit and delays to encashment requests –

Mrs F complained about system failures and that she was told that issues she experienced in April 2023 were “unknown”. While SJP hadn't provided information about this, the SJP partner's comments suggested this may have been the cause of a delay in facilitating withdrawal requests. The investigator explained that SJP's charging structure and the application of early withdrawal charges (EWC) had been clearly disclosed in the suitability letters, so he was persuaded Mrs F ought to have been aware they would apply if they withdrew early. So, he didn't think SJP had done anything wrong by applying EWC to withdrawals from the ITBs that exceeded the penalty free withdrawals threshold of 10%. That said, there appeared to have been delays in the payment of the withdrawals due to the apparent system failure, as well as delays in responding to Mrs F's requests. So, on balance, he felt the delays and poor service would likely have contributed to the distress and inconvenience experienced.

In respect of the distress caused by the above issues, the investigator felt SJP should pay £250 in compensation, in addition to refund of the ongoing advice charges.

Regarding the parts of the complaint that the investigator didn't think should be upheld, he said, in brief –

- Lack of integrity –

In reaching a view on whether SJP acted fairly and reasonably, he'd taken into account the Financial Conduct Authority Principles for Businesses, particularly Principle 1 (Integrity) and Principle 2 (Due skill, care and diligence). While he noted Mrs F's strong feelings, he hadn't seen anything that he felt indicated SJP acted dishonestly, without integrity, or in a way inconsistent with the Principles. He felt the concerns related more to the service provided – particularly in failing to deliver the ongoing reviews charged for – rather than any deliberate or dishonest actions. So, he didn't think it would be fair or reasonable to conclude that SJP lacked integrity

- Having to deal with the same SJP partner who created the issues complained of –

Mrs F had also complained about being passed back to the SJP partner whose service she'd complained about. The investigator appreciated why this would've been frustrating but felt it was important to consider the circumstances at the time. She'd already indicated that she wished to leave SJP and it appeared the new partner recognised that, given her position, it was unlikely he could establish an ongoing relationship. So, after he assisted Mrs F with her withdrawal request, he felt it was appropriate to pass the management of their investments back to the previous partner. While the investigator appreciated Mrs F's concerns, taking the above into consideration, he didn't think SJP had acted unreasonably. In the context, the investigator felt SJP's decision appeared to be a practical step to manage her exit, rather than an attempt to dismiss her concerns.

SJP accepted the investigator's overall view of the complaint and agreed to refund the ongoing advice charges, plus interest, and pay the recommended £250 in respect of the distress and convenience caused.

Mrs F didn't accept this. She said, in brief -

- Although it was true that SJP hadn't provided the ongoing advice the other parts of the complaint weren't reflected in the recommended compensation.
- She'd endured years of being treated with complete disdain, so it was unsurprising that SJP felt £250 was reasonable. Particularly as it had paid more in respect of a separate matter relating to a data breach.
- In respect of the delays encountered there'd been no calculation of the fund price variations and monies lost due to the delays.
- There was also no calculation of hours of time spent correcting errors, being given incorrect information and chasing for responses. There was also no monetary value calculated for the refund of the ongoing advice charges.

The investigator wasn't persuaded to change his view. He said that he'd considered the level of compensation in the context of the issues specifically raised in the complaint and that such awards weren't determined comparatively with those made in different circumstances. And he added that this service didn't generally make awards for time spent in referring a complaint to us. He also confirmed that the amount of the refund for the ongoing service charges would be determined by SJP following the offer or decision being accepted, in line with our usual process.

A resolution couldn't be agreed, so the matter was referred to me to 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.

Having done so, I've come to the same conclusions as those reached by the investigator. I want to assure Mrs F and Mr F that I've read and considered 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. 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. That approach is in line with the rules we operate under.

In respect of the ongoing advice service recommended by the partner in 2014, when the additional amounts were added to the ITBs, while it's clear there was ongoing engagement between the parties over the years, I agree there isn't sufficient evidence to support that the ongoing advice service, to include regular reviews, was provided. SJP has accepted this point and agreed to appropriately compensate Mrs F and Mr F. So, I don't think there's anything further I need to add in respect of this point. Clarity regarding how the compensation should be paid is provided later in this decision.

Turning to the other issues raised, it's clear Mrs F has experienced a great deal of frustration when dealing with SJP. This is particularly so since 2023 when, as notes of meeting that took place in January of that year show, she and Mr F were not happy and look to have been beginning the process of moving the investments away from SJP.

Mrs F herself has acknowledged that the concerns raised are mostly linked and difficult to prioritise. From a service perspective, as the investigator noted, there have clearly been problems created by failures in communication – for instance, when the partners changed

and weren't fully appraised of the circumstances and when concerns were dealt with poorly by SJP's contact centre. And it also seems clear that delays have been experienced, with Mrs F highlighting by way of example the issue in April 2023 that SJP failed to explain.

I've noted what Mrs F has said about delays leading to losses and missed investment opportunities. But I've seen no evidence that demonstrates to me precisely how and when these occurred and what any resultant losses might have been. If the delays were in making payment as opposed selling investments, then there may even not have been any loss. If, as Mrs F has suggested, there have been delays experienced since she made this complaint in early 2024, particularly in relation to moving investments away from SJP, then, as the investigator suggested, a separate complaint would need to be made about that to give SJP the opportunity to respond.

So, in all the circumstances, while I recognise that Mrs F will be disappointed, I'm satisfied that compensation of £250 fairly reflects the distress and inconvenience caused to her and Mr F as a result of SJP's service failings. I note that she feels more should be paid to compensate for her time spent in attending to the complaint, but as the investigator highlighted that isn't something we would generally do, and I don't consider it to be necessary here.

Putting things right

For the reasons I've explained, I think Mrs F and Mr F should be compensated for the distress and inconvenience caused by SJP's poor service and the loss of expectation they've likely incurred from not receiving the ongoing advice service they paid for. In this respect SJP should pay them £250. I think this is a fair award in the circumstances of this complaint.

Regarding the charges for the ongoing service and missed reviews, it's been confirmed that a refund can't be made to the bonds. So SJP should refund to Mrs F and Mr F as a lump sum, all the ongoing advice charges applied to the two ITBs held in trust, since 2014, along with interest at 8% simple from the date of payment of each charge to the date of this decision. I'm satisfied this represents a fair and reasonable method by which to address this issue.

My final decision

For the reasons given, my final decision is that the complaint should be upheld, and I direct St. James's Place Wealth Management Plc to pay compensation as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F as trustees of the J Trust to accept or reject my decision before 11 February 2026.

James Harris
Ombudsman