

The complaint

Mr M as a trustee of The Trust complains that St. James's Place Wealth Management Plc (SJP) charged him an ongoing advice fee but didn't provide any advice.

What happened

Mr M invested £400,000 in the Managed Funds Portfolio with SJP. This was done via a trust with himself and his father as the trustees. Mr M has brought our attention to many of the complaints he has raised, but I will concentrate on the ones that have considered following his complaint to SJP on 2 July 2024. Mr M complains SJP:-

- charged him for ongoing advice services without providing him a service
- failed to assist him in removing his father as the trustee
- provided poor service when dealing with him blaming his injury for his lack of understanding
- sent him personal details of another customer.

SJP issued their final response letter in September 2024 and upheld it in part. They said part of his complaint was out of time on the six- and three-year rule but events after the review in 2018 onwards could be included. They said SJP had already agreed to refund him the ongoing advice charges from 2019, with 8% interest which amounted to £6506.88 after tax deductions of £332.69. SJP also accepted the level of service they delivered was not what he should expect as a client and agreed to pay £250 for the distress and inconvenience he had experienced.

An investigator here considered the complaint and sought clarification on the scope of the complaint Mr M had brought to our service. Mr M did not raise any objection to SJP's decision that part of his complaint was out of time on the six- and three-year rule so he focused on the events after the 2018 review. The investigator upheld the complaint and agreed that SJP had failed to provide him the required review service and agreed that they should refund the ongoing advice charges. He also said the distress and inconvenience payment was lower than expected and should be increased by a further £100. Mr M didn't agree with the investigator, so this came to me 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.

Having done so, I have come to the same conclusion as the investigator and for broadly the same reasons. I will explain further.

The Financial Conduct Authority has set out its expectations of businesses providing ongoing advice. It's Code of Conduct Business Sourcebook (COBS) in place in 2018 said that where a firm charges for ongoing advice, the minimum service expected is to carry out regular reviews of suitability, at least annually. As SJP was charging the trust for ongoing advice, the first annual review was due in March 2018 and should reasonably have been

carried out within a reasonable period after that date. However, SJP didn't give us their consent to consider matters relating to the 2018 review and Mr M didn't object to SJP's position that this was out of time, so my complaint has focused on the later reviews. It is now for me to decide how matters should be put right and whether the compensation offered is fair and reasonable.

Mr M was entitled to receive at least an annual review and advice in relation to the investments, given that SJP were charging for an ongoing service. SJP has accepted they did not carry out the required reviews in 2019, 2020, 2021, 2023, and 2024. Therefore, they agreed to refund the charges applied for those years and to add interest at 8% per annum to reflect that the service was not provided. The total charges applied were £5,176.10 and SJP has added £1,663.47 interest to this amount. They also deducted basic rate tax from the total sum which amounts to £332.69. This brings the total amount offered to £6506.88.

SJP provided evidence that that the 2022 review did take place, as such they did not offer a refund of the fee charged for that year. While the evidence is not entirely conclusive, on balance I am satisfied there is sufficient information to show the review did take place. In those circumstances, I do not consider SJP needs to refund the fee charged for 2022.

For the remaining years, it is clear the trust was charged for a service it didn't receive and are entitled to have these charges refunded. Based on the information available to me, I consider reimbursing the remaining five years and adding interest at 8% per year to reflect that the trust was deprived of the use of that money is a fair and reasonable way to resolve Mr M's complaint. This is in line with what our service would normally require to put the trust back in the position it would likely have been if the charges had not been applied.

I have considered the information available to me about the sets SJP took when Mr M asked about removing a trustee. The evidence shows that SJP explained the process required. The type of trust that had been established requires at least two trustees to operate. This meant Mr M could not remove his father as a trustee unless another trustee was appointed to replace him. From what I have seen, SJP explained this requirement and the steps needed to change the trustee. While I appreciate Mr M didn't find this particularly helpful and it wasn't the outcome he had hoped for at the time, I am satisfied that SJP provided him with the relevant information about how the process worked.

I understand the trustee has now been replaced and if SJP have not already done so, they should ensure that their records are updated to reflect the correct trustee information and that the appropriate trust deed is held on file.

Mr M's concerns about SJP also appear to arise, at least in part from a data breach in which SJP sent him personal information belonging to another individual. SJP has apologised for this error, but I accept that this incident is likely to have added to Mr M's concerns and distrust about how SJP handles his personal information and his investments.

Mr M has said on a number of occasions that he believes SJP treated him poorly because they assumed he lacked understanding because of his head injury. Mr M says no assessment has been carried out to support that conclusion and he considers SJP's treatment of him to be inappropriate. I can see that Mr M has been distressed by the way SJP have handled his concerns and complaints.

I also recognise that the relationship between Mr M and SJP has deteriorated over time which would likely to have added to the concerns Mr M felt, concerns which have built up and continued to affect him over the years. From what I have seen, I don't think AB has done enough address or manage those concerns effectively. The failings I have identified on SJP's part would reasonably have continued to cause Mr M distress and frustration.

Taking everything above into account, I think it would be fair and reasonable for SJP to increase their offer of compensation for the distress and inconvenience caused by £100. I appreciate Mr T may feel this does not fully reflect the impact the matter has had on him. However, it is broadly in line with the level of awards our service would usually make in similar circumstances.

Putting things right

SJP should:-

- reimburse Mr M ongoing advice charges with interest in the sum of £6,506.88, if this has not already been paid,
- pay Mr M £350 for distress and inconvenience,
- update their records with the new Trust Deed and trustee details.

My final decision

I uphold this complaint against St. James's Place Wealth Management Plc and to make things right, they should act as noted above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M as trustee of The Trust to accept or reject my decision before 10 April 2026.

Naima Abdul-Rasool
Ombudsman