

The complaint

Mr D has complained about the management of his investments since he transferred them to St James's Place Wealth Management Plc ('SJP'). He says he has tried to withdraw his funds, but management charges are being withheld which he says were not made clear to him despite his requests.

To put the matter right, Mr D wants the charges returned to him, compensation for the losses he says he has suffered and for the time and stress incurred in getting the matters resolved.

What happened

Mr D first made contact with his SJP representative in 2021 as he had been managing his portfolio himself, but he was finding it challenging. The majority of Mr D's shares were held in an ISA and some in certificated form. After a meeting in March 2022 Mr D agreed to transfer his investments to SJP under a discretionary mandate and use the services of a third-party Discretionary Fund Manager ('DFM'). It was recommended that the ISA be transferred in-specie as well as the certificated holdings.

Mr D became unhappy with the service and charges incurred so in October 2022 requested that his investments be returned to him, and the charges repaid but this didn't complete as he had instructed. Remaining unhappy he raised a complaint with SJP in March 2023. In its final response to the complaint in July 2023 SJP said;

- The ISA funding was correctly carried out in September 2022 and the funds were taken from Mr D's Portfolio Account – the taxable account – as had been agreed.
- The Montanaro European investment had been sold and the proceeds transferred to the Portfolio Account.
- A total of 25,546 Lloyds shares had been transferred to the Portfolio Account. 13,000 were sold in September 2022 and the remaining 12,546 had been transferred back to Mr D.
- £9,000 of the above sale proceeds were used to fund Mr D's 2022/2023 ISA. The balance remained in his Portfolio Account and used to pay ongoing advice charges ('OAC') and management fees. The balance had been transferred to Mr D's bank account upon withdrawal from the service.
- Assets valued at £94,139.62 were received into the ISA and £28,615.79 into the Portfolio Account which had incurred an initial fee of 4.5% or £5,523.99 plus VAT totalling £6,628.79.
- A share certificate for 525 Melville Street Investments PLC had been received but the holding couldn't be authenticated and wasn't included in the Portfolio Account so didn't incur any initial or subsequent charges. But it wasn't showing as a holding and Mr D should have been informed of this sooner. The share certificate was returned to Mr D, and it transpired that Melville Street Investments PLC was a predecessor business name for Dunedin which Mr D held, the certificate for which was also returned to him.

- Mr D had requested that his ISA be sold immediately but he cancelled the instruction so the sales could take place over a short period. The instruction was reversed and the DFM was to select a liquidation date. The proceeds amounted to £97,456.
- The March 2022 suitability letter was referred to and which gave details of all the charges for the initial advice charge, the OAC and overall charges. Mr D had also been given a DFM costs and charges illustration.
- SJP thought the main cause of Mr D's concern was the mistakes with the Dunedin and Melville Street Investments and which caused Mr D concern and distress. To put the matter right it offered to refund all the fees charged by the DFM – the initial fee of £6,628.79 – and the OAC and management fees of £983.91 which totalled £7,612.70. It also offered £100 for the delay in responding to the complaint and £150 for the distress and inconvenience caused.

Mr D wasn't happy with the offer so one of our investigator's considered the complaint. Our investigator didn't think SJP needed to do anything more. He said;

- The charges had been made clear to Mr D at the outset in the suitability letter of 23 March 2022, but he thought SJP's offer to refund the charges plus an additional £250 compensation was fair.
- There seemed to be confusion around the issue of contract notes. Those wouldn't have been provided by SJP but by the DFM. And the DFM would be trading very small amounts of stock so it wouldn't be unreasonable for contract notes not to be issued for any individual stock. This wasn't unusual.
- He couldn't see there was any outstanding balance for the Lloyds or Montanaro holdings.

Mr D didn't agree with the investigator. He said;

- He hadn't ever seen the suitability letter of 23 March 2022 and thought it was fabricated with the intent to undermine his complaint.
- SJP's offer didn't resolve his complaint as its offer didn't address it properly.
- He hadn't been returned a sizeable sum of money so didn't agree the offer was fair and reasonable. He wanted all the charges refunded to him. Funds transferred to SJP totalled £104,586 and funds returned to him totalled £98,305 so £6,280 was still missing.
- There were no contract notes which he had been promised for transactions in his transferred holdings. The Montanaro shares were sold on 26 September 2022 for £4,653.91 but when they came into Mr D's possession on 30 June 2022 they were valued at £5,040 so he said the delay incurred a loss of £386. He wanted to be compensated for all the losses incurred and not just the charges taken.
- It was agreed at the outset that he would fund his ISA investment and he held back investments for that purpose. And he questioned why only £9,000 was added to his ISA as it held cash already that hadn't been invested.
- Mr D also questioned the delay in the disposal of his holdings and the losses of £918.61 he says was caused by that. Dividends totalling £411.18 had been received and should have been transferred in. He questioned the whereabouts of the balance of the Lloyds and Montanaro sales of £10,466 minus the £9,000 transferred to fund his ISA.

Mr D asked that this be raised with an ombudsman, so the complaint was passed to me for a decision. I was thinking of reaching a partially different outcome than the investigator, so I

issued a provisional decision to allow the parties to provide me with any further information or evidence they wanted me to consider before I issued my final decision. Here's what I said;

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

After doing so, I've reached a partially different outcome to some of the complaint points raised than the investigator which impacts on how I think the matter should be put right.

The suitability letter

Mr D has referred to the suitability letter of 23 March 2022. He said he nor his wife (who was also receiving advice about transferring her portfolio) had seen it before and thought it was fabricated. However, I have no reason to think the letter has been created after the event and wasn't sent to Mr and Mrs D at the time. A suitability letter is part of the process I would expect to see – and a regulatory requirement – for the type of investment proposals that were being suggested by SJP.

While it's accepted that some mail doesn't reach its destination the vast majority does, and I note that the letter was correctly addressed to Mr and Mrs D. And I think, because of the contents of the letter and subsequent correspondence, that it was mostly likely received because Mr D acted upon that letter.

I say this partly because the covering letter concludes with the comment 'Please find enclosed my recommendations and once agreed I will forward your applications for processing meaning you should receive confirmation of your investment shortly.' This is what subsequently happened so clearly Mr D had agreed to the recommendations.

And I also have a copy of a letter sent to Mrs D dated 20 May 2022 headed 'Addendum letter to original advice from suitability letter dated 23rd March 2022'. Mrs D had changed her mind about something referred to in the original joint suitability letter, hence the amendment. To me this indicates that initial letter was received, read and acted upon.

I acknowledge Mr D's testimony that he hadn't seen the letter before, but when the information or evidence presented to me is incomplete or conflicting – as in this case – I have to base my decision on the balance of probabilities. As the recommendations suggested in that suitability letter were actioned and reference was made to that letter in further correspondence with Mrs D, I think it most likely that Mr D did receive the joint suitability letter and did respond to it otherwise those actions for his account couldn't have gone ahead.

Costs and charges

The costs and charges were outlined in the suitability letter of 23 March 2022 which I've already concluded was most likely received by Mr D. I also note that in SJP's letter of early September 2022 it said the following;

'Fees & charges

A key area of your queries has centered around costs and charges. I provided you with a Service Costs & Disclosure Document at our initial meeting and this was followed by a [DFM] costs document at our meeting with [a colleague]. The costs were fully disclosed, and I pride myself being upfront

with charges on any work undertaken. I accept and fully understand that when dealing with financial services, there can be several methods and types of charges. You have both experienced different charging structures prior to your work with myself and St. James's Place Discretionary via your ISA's and collective investments that you held previously.

I want to be clear on the initial and ongoing costs of the extensive work that has been carried out on your behalf as the comments in your hand delivered letter show that you have not fully understood the charging structure.'

The charges were laid out again for Mr and Mrs D in the letter. So, I am satisfied that Mr D was aware of the charges irrespective of them being detailed in the suitability letter as they were provided in a separate document – the Service Costs & Disclosure Document and the DFM costs document – as referred to above which were provided at the initial and subsequent meetings.

Discretionary portfolio management and contract notes

When using the services of a discretionary portfolio manager, as in this case, the discretion about actions to be taken with the investments is passed to the portfolio manager. While this case is a little unusual in that Mr D also had some shares held in certificated form in his non-ISA portfolio, overall, the management of the assets is passed to the manager. It is for the manager to decide what assets to buy and sell etc and the timing of those transactions.

Mr D has said he was assured by SJP he would receive contract notes for transactions carried out – and particularly for the certificated shares. I assume this was the type of service he was used to before using the services of SJP. Clearly, I can't know what was agreed between Mr D and SJP, but Mr D has said that the DFM later told him this wouldn't be the case.

However, it would be for the DFM to provide contract notes as it was carrying out the transaction and not SJP so if Mr D was told he would receive contract notes, then he was misinformed. Clearly Mr D is disappointed about this, but I can't see that he has been disadvantaged over and above not receiving contract notes. But he would receive valuations etc which would show changes to his portfolio – sales and reinvestments etc – which would allow him to monitor and reconcile his holdings.

So, while I don't doubt this is Mr D's recollection of what was agreed, this wasn't part of the service provided by the DFM, but I can't see that Mr D has suffered any detriment because of this.

Dunedin Investment Trust

Mr D held a total of 1,000 Dunedin Investment Trust shares, 475 of which were represented by a Dunedin share certificate and the remainder by a certificate for 525 Melville Street Investment PLC shares and there was confusion about this. But in its letter of 28 September 2022 SJP did correct the information about Melville Street Investments PLC and confirmed its name change to Dunedin. I understand SJP couldn't initially verify the holding from the certificate provided and asked Mr D for a dividend voucher so that it could check those details and confirm how many overall Dunedin shares Mr D held. Clearly this frustrated Mr D as his shareholding wasn't correctly reported.

But while I accept there was an initial error in the understanding of the corporate entity of Melville Street – ‘Limited’ rather than ‘PLC’, this was apologised for and SJP sought to clarify the matter by requesting a copy of Mr D’s dividend voucher. However, I appreciate that Mr D was so upset by this time that he asked for the Melville share certificate to be returned to him which I understand was done. But I can’t find that SJP were dishonest in its actions.

NatWest

Mr D had also questioned the number of NatWest shares held. SJP explained there had been a consolidation of the shares on 30 August 2022. I’ve looked at the 2022 consolidation and it was on the basis of 13 shares for every 14 held. Mr D originally held 118 Ordinary £1 shares which were consolidated to 109 Ordinary shares of £1.0769 which is correctly recorded on the Schedule of Transactions. So, I’m satisfied the holding was correctly recorded.

Celtic

Mr D held Celtic shares. I can see that originally a holding of 500 Celtic 6% Cumulative Preference shares was recorded but this was changed to 500 Ordinary 0.01p shares on the same day as the incorrect stock code had been provided. The share certificate was sent back to Mr D on 22 December 2022.

Stagecoach

With regard to the Stagecoach shareholding and the takeover, Mr D did receive the takeover proceeds of £542.85 on 11 January 2023. I can’t locate the timetable for the details of that offer which I understand was made in 2022, but the takeover proceeds received tallies with the offer price of £1.05 per share and the number of shares Mr D held.

Timing of transactions

Mr D has said that for the holdings transferred to the Portfolio Account the shares with the least value were to be sold. He said this was to take place within the first few months or as part of the liquidation as per his letter of 31 October 2022, but this didn’t happen. Instead, the share certificates were returned to him.

However, I note from the suitability letter that with regard to the transfer SJP said;

‘We discussed moving your assets ‘in-specie’, this means that your investments do not need to be encashed outright for now and instead will simply be taken over by a new fund manager...

And further that Mr D had;

‘recognised the benefit of being able to move your existing portfolios in-specie which means they do not have to be encashed straight away. Instead, with the aid of [the DFM], we will put in place a strategy for you taking your existing holdings into account and encash in due course.’

I also note the suitability referred to the potential sales;

‘...the total value of your shares and Investment Trusts being transferred is c£34,169. You have confirmed that you do not wish to pay any CGT and

would like [the DFM] to manage these assets out for you using your annual CGT exemption and are comfortable for this to be done over the next 2-3 years.'

I think the above makes clear that upon transfer of the portfolio it would be for the DFM to potentially sell the assets as it saw fit under the discretionary mandate that Mr D had agreed to. And the capital gains position was also a consideration as it had been assumed the full value of Mr D's assets upon disposal would be capital gain because the base costs hadn't been established. So, I haven't seen anything to suggest that it was agreed that the DFM had instruction 'to sell these off as soon as possible.'

With reference to the return of the share certificates, I've seen a copy of Mr D's letter of 31 October 2022 in which he instructed;

- A return of the value of his ISA portfolio to him ie sell the holdings,
- the sale of five of the certificated holdings – McBride, ITV, Stagecoach (which I understand had been taken over by this time), Celtic and Tullow Oil and;
- for the certificates for Associated British Foods, Lloyds, NatWest and Renewi to be returned to him.

However, all of the share certificates were returned to Mr D. I asked SJP about this and it told us that it didn't receive the letter of 31 October until 7 November 2022. On 10 November 2022 the adviser contacted the DFM to say that Mr D had contacted him 'to start the withdrawal/transfer process of his accounts.' However, a copy of Mr D's letter wasn't forwarded to the DFM.

The adviser asked the DFM for guidance on the process to 'withdraw/transfer' the portfolio. In response the adviser was informed that to liquidate the portfolio instruction would be needed from the adviser and confirmation of the bank details (voided cheque or bank statement) but that the ISA wrapper would be lost if this action was to take place. However, as a copy of Mr D's letter of 31 October 2022 wasn't forwarded to the DFM it wasn't aware that four of the certificated shareholdings were to be sold. It assumed that all the certificated shares were to be returned and it provided a list of the assets to SJP and asked for confirmation that the list was correct. The list included the holdings of;

- 352 Associated British foods
- 500 Celtic
- 484 ITV
- 12,546 Lloyds Banking group
- 1,200 McBride
- 109 Natwest
- 137 Renewi
- 517 Stagecoach (taken over)
- 3,000 Tullow Oil
-

The adviser messaged the DFM again on 28 November instructing the liquidation of the ISA and for the other non-ISA shares to be transferred back to Mr D's name. SJP has said this was because 'Ultimately, Mr [D's] hand delivered letter of 25 November 2022...only instructed the liquidation of the ISA'. But I don't think that is correct. Mr D had already chased about his disinvestment request of 31 October 2022 on 10 November and in his letter of 25 November 2022 Mr D provided a voided cheque

along with his bank details which was to be used for the proceeds from the liquidation of his ISA.

He went on to say;

'I shall expect you to deliver into my hand Share Certificates for all the investments that were properly transferred' to the DFM.

As referred to above, Mr D wasn't satisfied that the transfer to the DFM of the five shareholdings – McBride, ITV, Stagecoach (which I understand had been taken over by this time so this couldn't be transferred), Celtic and Tullow Oil had been completed correctly so he wanted them sold, hence his reference to having the 'share certificates for all the investments that were properly transferred' to be returned to him.

Mr D's adviser then wrote to him on 14 November confirming his own understanding of the instructions which was;

'...

2. To transfer the non-ISA account ... back to you without any nominee holder as they are currently held.

Please can you confirm that the information below is correct, and I can instruct for the certificates to be returned.'

All the shareholdings were listed ie there was no mention of some of the shares being sold. The email went on to say 'Please confirm that the information below is correct, and I can instruct for the certificates to be returned.' SJP hasn't provided me with any evidence of Mr D responding but I think his clear instruction given in the letter of 31 October 2022 and followed up in Mr D's letters of 10 and 25 November 2022 was not carried out and as a consequence all of the share certificates were returned to Mr D. SJP didn't carry out Mr D's instruction as it should have done. These weren't discretionary sales; they were time sensitive once Mr D had given his instruction to dispose of the shareholdings.

So, I think this needs to be put right. And to do so, SJP needs to arrange for the sale of those shares – which will need engagement with Mr D – and the sale proceeds for which should be backdated to when those shares should have been sold at the end of October/early November 2022.

SJP told us the letter of 31 October 2022 was received on 7 November, after which it contacted the DFM on 10 November. So, I don't think it's unreasonable to conclude that if Mr D's instructions had been carried out as intended, then the instruction to sell those four shareholdings would have been given to the DFM on 10 November 2022, so this is the date that should be used to backdate the sales.

Mr D would have been receipt of the sale proceeds in November 2022 if the sales had gone ahead, which means Mr D has been out of pocket so SJP should pay interest on those proceeds at a rate of 8% simple from the date of settlement of the 10 November 2022 sales to the date of payment. However, looking at the current share prices compared to those of November 2022 it looks likely that Mr D will be better off now than if the shares had been sold in November 2022.

But for the ISA element of the portfolio, I think the situation is slightly different. In his letter of 31 October 2022 Mr D also instructed that the 'value of my ISA amounting to £95,603' be returned to him. His adviser wrote to him on 10 November 2022 to make sure Mr D understood that if he were to encash his ISA, he would lose the ISA wrapper status and the tax benefits that went with that. The adviser also wrote to Mr D again on 14 November 2022 to make sure he had properly understood Mr D's instructions. While I accept that Mr D's letter of 31 October 2022 did say 'I do not intend to have an ISA account anymore, so I do not need a nominee account' I don't think it was unreasonable for the adviser to have checked this with Mr D about this, hence the delay in the instruction to sell the ISA assets being given to the DFM.

And Mr D amended his instruction on 29 November 2022 when he emailed his adviser to say 'The timing of the liquidation is entirely in your hands. I would expect it not to take place willy nilly' and that 'it would be irresponsible to sell off when the market is depressed...' So, the adviser's instruction given on 28 November 2022 to liquidate the ISA portfolio was put on hold on 29 November. I understand the unit trust sales could be cancelled but the UK equity sales could not. The sales went ahead on 12/13 December 2022 and proceeds paid out on 21 December.

Mr D has also questioned the delay in the sale of his shareholding of 4,200 Montarana shares which were valued at £5,040 on 30 June 2022 but weren't sold until 28 September 2022 for £4,653.91. But as the assets held were being managed on a discretionary basis, it was for the discretionary manager to decide when best to carry out any transactions.

While I can understand why Mr D may not be happy with the timing of the transactions during the period in question, but the issue is not straightforward in that it is actively managed. This means the transactions are chosen by Mr D's portfolio manager. If the timing of those transactions hasn't paid off that is a reflection of the portfolio manager exercising his judgment – which he was supposed to do. It doesn't mean the manager had been negligent or failed in his duty of care.

Dividends

I've reviewed the schedules of cash transactions and I can see that any dividends paid into Mr D's ISA account were either transferred from the income to the capital account (£124.33 on 20 December 2022) or transferred to the Portfolio Account (£19.86 on 10 January 2023 and £57.02 on 26 January 2023). I haven't seen anything in those cash statements that would give me cause for concern that Mr D hasn't been credited with the dividends paid out on his assets.

ISA subscription

Mr D has said that he held back his own investments to fund any ISA subscriptions and he hadn't agreed to the 2022/23 subscription. SJP have a copy of the Stocks and Shares ISA subscription declaration for 2022/23 which he had signed in May 2022. The form has been ticked for SJP to take the funds from Mr D's Portfolio Account. I can't find any wrongdoing here.

Mr D has also questioned the transfer of £9,000 and the balance of the sale proceeds from the Lloyds and Montarana sales. I can see the £9,000 was transferred for the ISA subscription and balance remained on the Portfolio Account capital account.

Recently Mr D told us that he hadn't received a dividend payment on his holding of Lloyds Banking Group which had a record date of April 2022 and payment date of May 2022. But according to SJP's stock movement report for Mr D's account, the holding of Lloyds wasn't transferred until June 2022 so SJP wouldn't have received any dividend from an earlier date.

The sale/return of the assets and the sum returned to Mr D

In Mr D's letter of 31 October 2022, he requested that the value of his ISA account be returned to him, and he quoted the amount of £95,603. But inevitably Mr D wouldn't be receiving back the same amount his assets were valued at when they were transferred to SJP or at any particular chosen date as requested by Mr D.

That's because of share price and market movements in the meantime which would increase or decrease the value of those assets. It wouldn't be fair or reasonable for me to award Mr D the value of his assets at the point of transfer to SJP as that wouldn't be a reflection of the risk that an investor inevitably takes when choosing to participate in stock market investments. In any event, I note the total proceeds from the ISA sales were £97,555.42, so more than quoted in Mr D's letter of 31 October 2022.

It's clear that Mr D was unhappy with his experience of transferring his certificated and non-certificated assets to SJP. The transfer for some of the certificated holdings didn't go as smoothly as he would have liked. I would say though that certificated holdings can sometimes pose problems – out of date share certificates, companies have been taken over, subsequent company name changes etc which is what happened here. But from the information and evidence I have, SJP carried out the transfers with the best of intentions, albeit there were some errors which understandably upset Mr D. He had been managing his portfolio for many years and it must have been stressful for him to not have his holdings correctly reflected in SJP's valuations.

But I currently think that SJP's offer to put the matter right is fair and reasonable under the circumstances. It has offered to repay to Mr D all of the ongoing advice charges and fees and these include the DFM charges, a total of £7,862.70 which includes £250 for the delay in responding to his complaint and the distress and inconvenience caused. So, it has offered to put Mr D back in the position he would have been in.

Mr D wants to be compensated for the losses created during SJP's management and not just the charges. But I can't make an award for the difference in the stock values between the date of transfer (or any particular date) and the value received by Mr D months later. As explained, that is because Mr D agreed to the discretionary management of his portfolio so there were going to be changes to the underlying assets and also the changes in the stock market values of those assets.'

I concluded by saying that my current view was that SJP should arrange with Mr D to sell the four shareholdings that he requested be sold – Celtic, ITV, McBride and Tullow Oil – and pay Mr D compensation as outlined if he had lost out because of the delay.

And I thought the offer SJP had made regarding the charges and fees, plus the additional £250 was fair and reasonable.

SJP responded to say that the share certificates for Celtic, ITV, McBride and Tullow Oil were returned to Mr D in December 2022, and he has since retained the four holdings for over

18 months during which time he had made a healthy gain. It provided share price charts for the period which showed an overall gain of £880.50.

SJP said Mr D had instructed the sale of these holdings because he had concerns about whether they had been correctly transferred to the DFM but decided to retain the shares, perhaps once he had accepted there were no issues with the transfer in the first instance. So, it asked that I reconsider my provisional decision to partially uphold the complaint.

Mr D also replied. He had been waiting for a long time to resolve the issue, didn't agree with a lot of my statements and was exhausted with the matter. He said that he didn't receive the suitability letter of 23 March 2022 but did receive another letter on the same date and also received a recorded delivery letter of 25 June 2022 with the Terms and Conditions of Engagement. He questioned why if he had been sent them earlier.

Over the period he had been charged fees of £7,770.71 which was more than the £7,612.70 being offered. To resolve the complaint, he thought he should have the fees repaid to him plus £100 for SJP's delay in responding to his complaint and £1,000 for the distress and inconvenience he had been caused rather than the £150 SJP had offered.

The four shareholdings hadn't been sold as instructed but he didn't want for SJP to do that now as it was too late although he said that he still needed to resolve that problem.

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.

After doing so, I remain of the opinion I reached in my provisional decision albeit that Mr D doesn't want for his shares to be sold which I suggested as resolution to the complaint.

The suitability letter

Mr D has said that he didn't receive the suitability letter sent on 23 March 2022 and referred to other correspondence he had received. In particular to a copy of the Terms and Conditions of Engagement sent by recorded delivery and questioned why this was if he had already been sent them. However, I can't see those Terms and Conditions of Engagement were included with the suitability letter which would explain why Mr D was sent them later after he agreed to the recommendations detailed in the suitability letter.

I appreciate that Mr D says he didn't receive the letter but for the reasons given in my provisional decision – and based on the balance of probabilities when there is conflicting testimony and what I think more likely happened – I remain of the opinion that it is more likely than not that Mr D did receive that letter. I have no reason to conclude that the letter has been fabricated after the event.

The proposed share sales

In his response Mr D has said that he doesn't want SJP to go ahead with the sale of the four certificated shareholdings now as 'it is too late'. So SJP won't have to carry out the transactions I suggested as resolution to the complaint in my provisional decision. It is now up to Mr D when he wants to sell those shares.

As mentioned, SJP provided share price charts of the four shareholdings for the period from 10 November 2022 to 12 September 2024. One of the shares – Tullow Oil – is showing a loss but overall, the shares show a gain of £880.50 so Mr D has financially benefited over

the period. Clearly those share prices will change but as Mr D has rejected my proposed resolution that SJP should sell the shares on his behalf, it is now for Mr D to decide when he sells those shares and at what prices.

The management and ongoing advice fees

Mr D has disputed the management and ongoing advice fees he was charged during the period his portfolio was with SJP. He has calculated them to be £414.89 for the period 6 July 2022 to 6 September 2022 and £727.03 for the period 8 October to 30 December 2022. So, a total of £1,141.92, which including the initial advice fee of £6,628.79 amounts to £7,770.71 and is more than SJP's offer of £7,612.70. He said he took these figures from the portfolio valuations dated 30 September 2022 and 31 December 2022.

I don't have a copy of Mr D's portfolio valuations at the dates referred to by Mr D, but SJP has provided details of all the cash movements on Mr D's account in several formats including spreadsheets. It has also provided a copy of his portfolio valuation which includes a schedule of transactions and cash transactions for the period 1 January 2022 to 25 January 2023. I have cross referenced all of the formats SJP has provided, and I am satisfied the initial fee and management and ongoing advice fees total £7,612.70 which is the amount being offered. I can see there were some reversals so that may account for the difference between the two figures. I've copied the details from one of the spreadsheets below;

Date	Amount £	Type
27/06/2022	- 10.00	Cheque
06/07/2022	- 23.17	M6 2022 Management Fee
06/09/2022	- 124.16	M8 2022 Management Fee
15/12/2022	- 28.94	M12 2022 Management Fee to 09/12/202
05/10/2022	- 113.57	M9 2022 Management Fee
30/12/2022	- 3.74	M12 2022 Management Fee to 29/12/202
30/11/2022	- 93.05	M11 2022 Management Fee to 29/11/202
03/11/2022	- 114.28	M10 2022 Management Fee
02/12/2022	15.76	REV M11 2022 Management Fee
30/11/2022	93.05	REV M11 2022 Management Fee to 29/11
02/12/2022	- 15.76	M11 2022 Management Fee
03/08/2022	- 129.40	M7 2022 Management Fee
02/12/2022	- 112.02	M11 2022 Management Fee
06/09/2022	- 62.08	M8 2022 Ongoing Advice Fee
03/08/2022	- 64.69	M7 2022 Ongoing Advice Fee
15/12/2022	- 14.47	M12 2022 Ongoing Advice Fee to 09/12
30/12/2022	- 1.87	M12 2022 Ongoing Advice Fee to 29/12
30/11/2022	- 46.52	M11 2022 Ongoing Advice Fee to 29/11
03/11/2022	- 57.13	M10 2022 Ongoing Advice Fee
05/10/2022	- 56.78	M9 2022 Ongoing Advice Fee
30/11/2022	46.52	REV M11 2022 Ongoing Advice Fee to 2
02/12/2022	- 7.88	M11 2022 Ongoing Advice Fee
06/07/2022	- 11.59	M6 2022 Ongoing Advice Fee Monthly
02/12/2022	- 56.02	M11 2022 Ongoing Advice Fee
02/12/2022	7.88	REV M11 2022 Ongoing Advice Fee

08/08/2022	- 6,628.79	Initial Advice Fee
Total	- 7612.70	

Putting things right

The offer

As well as a repayment of the fees, SJP has also offered Mr D £250 – £100 for the delay in responding to his complaint and £150 for the distress and inconvenience caused. Mr D has said the distress and inconvenience payment should be increased to £1,000. He referred to another complaint he brought to this service where he was awarded £100 for an issue which he says was much less distressing and less involved. But when this service considers a complaint, we do so on its own individual merits, so I won't take into account how another complaint was resolved.

However, I do accept that Mr D has been frustrated and the impact has been more than just minimal so I agree that he has suffered from both distress and inconvenience. But I don't agree with the sum of £1,000 proposed by Mr D and in line with our awards, I think £150 is a fair reflection of distress and inconvenience Mr D has suffered.

In my provisional decision I concluded that the only matter that needed to be put right was that SJP should sell Mr D's shares. Mr D doesn't want those shares to be sold so I only now need to decide whether the offer SJP is fair. Taking all of the above into account, I think the offer SJP has already made regarding the charges and fees, plus the additional £250 is fair and reasonable in the particular circumstances of this complaint.

I appreciate Mr D will be disappointed with the outcome to his complaint, but I hope I have been able to explain how and why I have reached that decision. However, I would like to apologise for the length of time Mr D has had to wait while his complaint has been with this service.

It is now for Mr D to decide whether to accept the offer made by SJP.

My final decision

For the reasons given above, I partially uphold Mr D's complaint about St James's Place Wealth Management Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 October 2024.

Catherine Langley
Ombudsman