

## **The complaint**

Mr and Mrs S complain that they were told fees and charges would not be higher once they moved their investment under a discretionary investment management service with Cardale Asset Management Limited (Cardale).

## **What happened**

Mr and Mrs S held pensions and investments through a discretionary service, with an advisor at a previous provider.

Mr and Mrs S say that this advisor moved to Cardale in November 2017, and they were recommended to move their holdings to a discretionary service through him at Cardale.

In November 2021, Mr S complained to Cardale that he was told that he would not incur any higher charges following the transfer. He complained after seeing information which he says showed he was now paying more.

Cardale responded to Mr and Mrs S. They said that the documentation provided at the time of the transfer showed that additional charges would apply.

Mr and Mrs S remained unhappy and brought their complaint to our service for an independent review. An investigator looked into it and he felt that the evidence provided showed that the charges had been made clear and that Mr and Mrs S should have been aware of any increase.

Mr and Mrs S didn't agree. They said that they had been categorically told the charges wouldn't be higher. They also said that the charge information was not prominent in the documentation and that they had been rushed into signing it, without having a proper opportunity to digest what was said.

As no agreement was reached. The case has been passed to me to reach 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 reached the same conclusion as the investigator. Let me explain why.

In giving this advice in 2017, Cardale had certain obligations towards Mr and Mrs S. As well as making sure they gave suitable recommendations, they needed to ensure that they gave clear, fair and not misleading information.

Mr and Mrs S have said they were told that charges would not be higher after moving their investments to Cardale's discretionary service. Whilst I acknowledge and appreciate this

testimony, I have to base my decision on what I think most likely happened. And there is nothing else documented to evidence that they were told this.

Page 11 of the suitability report generated when Mr and Mrs S were advised to move to Cardale, states the ongoing and initial charges that would apply. These show the charges higher than the ongoing charges Mr and Mrs S were already paying. I feel the document is very clear in what the charges would be.

The report also states that *“to achieve your specified objectives, there will be certain disadvantages”*. This includes under “Charges”, that *“there would be additional ongoing charges of circa £684 per annum”* for Mr S, and *“additional ongoing charges of circa £262 for Mrs S”*.

I am satisfied based on the available evidence, that Mr and Mrs S were made aware of the increased charges that would apply. I appreciate that Mr S has said that these weren't as prominent as in literature with their previous provider. However, I think it is clear enough. Mr S has said that he was rushed through a presentation of this information before he needed to sign to confirm he had read it. However, whilst I wasn't present and can't confirm if this happened, I believe Mr and Mrs S had enough opportunity to read and digest this information and could have made use of subsequent cancellation rights if they weren't happy.

In summary, I think Cardale did enough to make the additional initial and ongoing charges clear to Mr and Mrs S.

### **My final decision**

My final decision, for the reasons set out above, is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 12 January 2024.

Yoni Smith  
**Ombudsman**