

## The complaint

Mr and Mrs M complain about Argentis Wealth Management Ltd, referred to as “*Argentis*” or “*the business*”.

Amongst several other complaint points, in summary, they say they’re concerned about the lack of service from the adviser since he took over in 2020, and the charges that have been applied.

They say they were led to believe that the charges would be 1% but this wasn’t the case.

## What happened

One of our investigators considered the complaint but didn’t think it should be upheld. In summary, he said:

- He’s not persuaded that there’s been lack of contact or service from Argentis since the adviser took over in 2020. If Mr and Mrs M needed further advice or guidance, they could’ve got in touch with Argentis.
- A brief contact history from Argentis shows the following:
  - In May 2020, the adviser wrote to Mr and Mrs M and confirmed that the transfer – from their previous business – had been completed.
  - The adviser confirmed that he phoned Mr and Mrs M in July 2020 and arranged a meeting in October 2020.
  - On 6 October 2020, a meeting took place to discuss the ongoing suitability of their investments. On 5 November 2020, a letter was issued confirming the discussion that took place.
  - In November 2021, there was a telephone conversation with the adviser after which the adviser sent the valuations.
  - In March 2022 there was a meeting after which the adviser issued a report on 24 March 2022 to confirm his recommendation with regards to investing £20,000 each.
  - In March 2023, they decided to close their accounts.
- He’s not persuaded that Mr and Mrs M were told or led to believe that the total charges would be 1%. The 2020 correspondence between them and the adviser show that they were made aware of the charges.
- In a letter dated 5 November 2020, the adviser confirmed the following:
  - *“We want you to understand the various costs and charges that are associated with our services and recommended solutions, along with the effect that these may have on your investment return. These charges were detailed to you in your previous suitability report and can be broken down into the following categories:*
  - *Advice fees: This is the fee paid to us and reflects your ongoing service agreement of Aspire. This may also include an initial charge if it has been paid during the period. The ongoing fee establishes the level of service that you can expect to receive from us. Please refer to the Value and Service Proposition that has previously been provided to you.*

- *Platform charge: This is the charge for setting up and administering your investment with the provider.*
- *Fund charges: These are taken by the fund managers and are reflected in the changing daily prices of funds. The Ongoing Charges Figure (OCF) is made up of the annual management charge (AMC) and other operating costs. The AMC is levied by the manager and is used to pay the investment manager, fund accountant, administrator and distributor. Other operating costs include those for extra services paid for by the fund, such as the fees paid to the trustee (or depositary), auditor and regulator.”*
- The letter provided the following breakdown:
  - Advice fee of £2,431.29 or 1.04%
  - Transaction & other costs £347.68 or 0.15%
- In March 2022, the adviser issued another report in which it confirmed the following:
  - Charges for Mr M:
    - 0.83% (or £166) charge for the fund.
    - 0.20% (or £40) for the platform charge.
    - 2% (or £400) for initial advice costs, and 1% (or £200) for ongoing advice.
  - Charges for Mrs M:
    - 0.78% (or £152.88) charge for the fund.
    - 0.20% (or £39.20) for the platform charge.
    - 2% (or £400) charge for the initial advice, and 1% (or £169).
- Despite what Mr and Mrs M say, he’s satisfied that these reports were issued because a meeting took place. The second report was issued because they were invited to invest another £20,000 each. If they didn’t receive any correspondence, they ought to have queried this with the business, but they didn’t.
- In September 2017, Mr and Mrs M had a meeting with their adviser in which it was confirmed that Inheritance Tax (IHT) planning wasn’t considered *“because you either consider them uneconomical, not a priority at present, not relevant to your current circumstances or sufficiently provided for through current arrangements. Should your circumstances and priorities change in the future please let me know and I will be happy to provide you with suitable advice on any of these areas of Financial Planning”*.
- A subsequent report produced in March 2022 confirms that IHT planning wasn’t important to them at the time, and they asked the adviser to focus the *“advice on your investments in this instance”*.
- If they wanted IHT advice at the time or later, they should’ve confirmed this with the adviser. Based on the available evidence, it seems that IHT planning wasn’t considered because it wasn’t important to them at the time.
- Their concerns about the cheques – and being told to leave the dates blank – isn’t supported by the evidence. Mr and Mrs M signed a declaration which confirmed the following:
  - *“Having been notified by Compass Wealth Management that the 2 cheques payable to (third-party business, name anonymised) that we wrote were mistakenly undated, we authorise them to date both these cheques 22 March 2022.”*
- Had the adviser told them to leave the dates blank, it would’ve been reasonable for them to question why they were being asked to sign a declaration stating that it was done in error, because it was contrary to what they were told.
- Argentis accepts that it sent a valuation to the wrong address, it did so in error and no financial loss was sustained. However, if Mr and Mrs M continue to have concerns they may wish to consider referring their complaint to the Information Commissioner’s Office (ICO) who would be more suited to dealing with General Data Protection Regulation (GDPR) style complaints.

Mr and Mrs M disagreed with the investigator's view and asked for an ombudsman's decision. In short, they said:

- They didn't receive any of the correspondence referred to by the investigator – these were deliberately withheld from them. They'd like proof that it was sent (securely) because they think it was never sent, or hand delivered. The business is now producing "*false documentation*" that it's providing to the ombudsman service.
- They weren't told what the declaration meant they were just told to sign the document. They wanted to proceed and were told to provide the cheques without the dates and the actual report wasn't signed by them. The adviser just came to the door and took the cheques and left because he had another client to see.
- They've not had any support from the business – Mr M is raising a separate complaint.
- They'd be horrified if documentation containing very private and confidential information wasn't sent using a specialist recorded service.
- If Argentis continues to assert that it has sent the correspondence, it probably did so but to an incorrect address, as it did on a previous occasion.
- They're disappointed that the investigator is refusing to believe their account of events and is preferring the account of the business based on fraudulent information. The adviser who came to see them (in October 2020), never asked them about their personal financial circumstances. He spent the hour talking about himself. They're concerned about the suitability of the advice given.
- They are vulnerable clients, with major health problems and they trusted their adviser. They feel totally let down.
- They were offered a new adviser (over the phone) by Argentis – who was closer than the one who refused to travel down to them. They don't feel like they should be chasing the business about these matters because they pay a lot in fees.

The investigator having considered the additional points wasn't persuaded to change his mind. In summary, he said:

- There have been contrary statements provided by all parties. Where that's happened, he's relied on documentary evidence to try and work out what's more likely than not happened.
- Despite what Mr and Mrs M say about not receiving the reports, he can't ignore the fact that they signed a declaration confirming that they'd "*been given a copy of this report*", and also "*given a copy of the Service and Payment Agreement*".
- As well as the declaration to confirm receipt of the report, and the service and payment agreement (which was attached separately), they also signed a service document in October 2020.
- Although the actual report wasn't signed by Mr and Mrs M, the adviser signed it and sent them a copy to sign as explained in the adviser's letter dated 24 March 2022. Mr and Mrs M signed a copy and returned the declaration to confirm receipt.
- If Mr and Mrs M are still concerned about confidential information (potentially) being sent to the wrong address, they can refer their complaint to the ICO.
- If Mr and Mrs M remain unhappy with the business, they can always move to another business.
- He hasn't considered the suitability of the advice because Argentis hasn't had an opportunity to consider that complaint which has been raised for the first time. So Argentis needs time to consider that.

As no agreement has been reached the matter has been passed to me for 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 agree with the investigator's conclusion for much the same reasons. I'm not going to uphold this complaint.

On the face of the evidence, and on balance, despite what Mr and Mrs M say, I can't safely say that the business behaved unreasonably such that the complaint should be upheld. But before I explain further why this is the case, I think it's important for me to note I very much recognise Mr and Mrs M's strength of feeling, about this matter. They have provided detailed submissions to support the complaint, which I've read and considered carefully. However, I hope they won't take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a discourtesy.

The purpose of my decision isn't to address every single point raised under a separate subject heading, it's not what I'm required to do in order to reach a decision in this case. In other words, I don't have to comment upon every single point made. My role is to consider the evidence presented by Mr and Mrs M and Argentis, and reach what I think is an independent, fair, and reasonable decision based on the facts of the case. In the circumstances, I don't need any further evidence to make my decision.

I don't uphold this complaint, in brief, for the following reasons:

- On the face of the available evidence, and on balance, despite what Mr and Mrs M say, I'm not persuaded that they didn't have any contact with the adviser. In other words, on the face of the available evidence, I'm not persuaded that there's been a lack of contact or service from Argentis, since the adviser took over in 2020. The brief chronology referred to by the investigator, which represents a snapshot of what happened, demonstrates that there's been much contact, contrary to Mr and Mrs M's assertion.
- On the face of the evidence, and on balance, despite what Mr and Mrs M say, I'm not persuaded that Argentis told them or led them to believe that the charge would only be 1% or that there'd be no other charges/fees to pay. It's not how these investments generally work so far as fees are concerned because of third-party businesses being involved.
- The documentation referred to by the investigator in the background section of this decision – such as the November 2020 letter – clearly shows that other charges were referred to in the correspondence with Mr and Mrs M. So, I think that they knew, or ought reasonably to have known that there'd be other charges/fees to pay – such as platform fees and fund charges.
- I note Mr and Mrs M say that they didn't receive the relevant documentation, even though the adviser says it was sent. In this instance, and on balance, I think it's more likely than not the documentation was sent and received by Mr and Mrs M.
- Despite what they say, there's no obligation on Argentis to provide proof that it was sent or to send documentation recorded delivery or securely – that's not common industry practice. In other words, it's not something that I need before I can conclude whether it was sent.
- In any case, I think it's unlikely that they wouldn't have received any key documentation for any of their investments – including in relation to the £20,000 each subsequently invested – and wouldn't have said a thing. In other words, if they didn't receive anything, which I think is unlikely, I would expect them to have raised an issue.

- Despite what Mr and Mrs M say, I'm not aware of there being an issue with the postal service, but even if there was, it's not something I can blame Argentis for. In other words, I can't blame Argentis for the shortcomings of a third-party postal service.
- I've seen no persuasive evidence to suggest that the correspondence wasn't sent. When a (third party) business provides evidence that a letter had been written, correctly addressed, and sent, this service generally would accept that position. In this case I'm satisfied the relevant correspondence was correctly addressed and sent to Mr and Mrs M, to the same address Argentis had on file. And despite what they say, I think it's unlikely that they wouldn't have received the relevant documentation.
- The above notwithstanding, I note Mr and Mrs M also signed a declaration to confirm receipt of the correspondence in question. I think it's unlikely they would've done so if they didn't receive the material documents.
- I'm aware of the dispute around the signatures attached to some documents, but despite what Mr and Mrs M say I've seen no persuasive evidence that this was fabricated by the adviser or the business.
- On balance, I'm satisfied that the issue of IHT planning was probably raised, considered, and discounted as not being important at the time. On balance, the evidence suggests that Mr and Mrs M wanted to concentrate on the investment advice rather IHT liability. In other words, I can't say that IHT planning wasn't considered at all, or that Mr and Mrs M were persuaded to do something they didn't want to. In any case, I'm aware that there's a separate complaint about the suitability in respect of which this issue might be relevant, so I'll say no more about that in this case.
- Despite what Mr and Mrs M say about the cheques, on the face of the evidence, and on balance, I'm unable to safely say that this was likely to be the case. I note they signed a declaration expressly confirming that the cheques in question were "mistakenly" left undated. I think it's unlikely they would've done this if it wasn't the case, regardless of what Mr and Mrs M say about whether or not the cheques were collected in person or whether they were provided in a stamp addressed envelope provided.
- I note Mr and Mrs M say that they didn't know what they were doing, and that they were just following orders. However, I think they ought reasonably to have known what they were signing and what this meant, which suggests that the cheques with the date missing was just an oversight rather than anything else.
- If Mr and Mrs M were orally told something different (to the declaration they were asked to sign), I think it's more likely than not they would've raised an issue at the time. By not doing so I'm unable to say that the adviser was misleading them, or worse being dishonest.
- I note Argentis accepts that it erroneously sent a valuation to the wrong address. But I note a word on the address was incorrect otherwise the area and the postcode was the same.
- In any case, the error was the result of human error, and no financial harm was done. I'm also aware that the address the document was sent to – putting aside the correct postcode – didn't actually exist, so no one was likely to have received their documentation.
- Just to make it clear, I'm not looking at whether Argentis is in breach of GDPR, that's beyond my remit. Mr and Mrs M may wish to direct any such complaints involving GDPR and its potential failings to the ICO rather than to our service from the outset.
- In other words, I agree with the investigator that if Mr and Mrs M continue to be concerned about what happened, they could refer their complaint to the ICO which specifically deals with complaints relating to potential GDPR and data breaches.
- Like the investigator, I've also not considered the issue of suitability because Argentis hasn't yet had an opportunity to consider and respond to that (new) element of the complaint.

I appreciate that Mr and Mrs M will be thoroughly unhappy that I've reached the same conclusion as the investigator. Furthermore, I realise my decision isn't what they want to hear. Whilst I appreciate their frustration, I can't safely say that Argentis behaved unreasonably such that this complaint should be upheld.

In other words, on the face of the available evidence, and on balance, I can't uphold this complaint and give them what they want.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 10 January 2024.

Dara Islam  
**Ombudsman**