

The complaint

Mr H complains about several performance and administration issues with his Family Equity Plan Limited (trading as OneFamily) Junior ISA, that he held for his son.

What happened

Mr H held a JISA for his son, which he transferred into a stocks and shares JISA with OneFamily in September 2021. It had previously been held as a cash JISA with the previous provider.

Mr H initially complained to OneFamily in November 2022, unhappy with the performance of the JISA. He said its value had fallen from approximately £18,500 to £16,200. He was unhappy that OneFamily hadn't had a cash JISA option.

OneFamily responded and acknowledged the concern with the funds performance but said that it was due to stock market performance. They reminded Mr H that he had the option to transfer to a cash JISA with another provider. Using the same transfer process, from when he had transferred to them.

After his son turned 18, Mr H complained again. He was unhappy he had lost online access to the account and with the process to access funds on his son's behalf. He made it clear his son wasn't able to do this himself but that he hadn't been sent a letter detailing what was needed, despite requesting it. OneFamily responded in full in November 2023. They stated:

- Mr H had been the registered contact on the account, but in line with HMRC rules, this automatically switches to the child when they turn 18.
- They gave Mr H the documentation that was needed to add him as a third-party and apologised for not giving this sooner (it was requested in September 2023).
- They apologised for there being an error with online access at the time.
- They also provided a more substantial response regarding the market volatility and performance of the JISA fund.

Mr H remained unhappy and brought his complaint to our service for an independent review. Our investigator looked into it and thought OneFamily could have done more. She noted an offer from the business to pay the highest value of the investment from the date Mr H first contacted them in September 2023. She noted that she couldn't hold them responsible for fund performance and that they hadn't advised Mr H to invest in the JISA. She did however, recommend they pay a further £150 for not giving Mr H the list of requirements for him to access the funds on his son's behalf and be a third-party on the account.

OneFamily accepted this recommendation, but Mr H didn't. Amongst his points in reply, he said:

- £150 wasn't sufficient for the distress and inconvenience caused.
- He didn't have access to the fund value between September 2023 and February 2024.
- The account had been mis-marketed to him.

- OneFamily had been discriminatory towards his son. As an 18-year-old who was able to access and manage their money wouldn't have had issues.

As no agreement was reached, the case has been passed to me to decide.

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 outcome reached by the investigator and that this complaint should be upheld in part. I'll explain why.

Mr H has raised several complaint points, which I will address in turn.

Mis-marketing of the JISA

Mr H has said that OneFamily mis-marketed him the JISA. He has said he was given mis-information that led him to transfer to them, and he wouldn't have done, had he been told the truth. He has given an example of this as OneFamily telling him it was the ideal bank for parents with children with disabilities.

However, he hasn't been able to provide me with any further evidence of this. He has referred to a television programme but I don't have a copy of anything, so have to base my decision on what I do have. OneFamily have said that what their marketing said was that they offered a process for accessing funds of behalf of someone who is unable to manage their own finances, other than a Court of Protection Order.

I haven't seen any evidence to conclude that OneFamily mis-marketed the JISA. I am satisfied they have a process in place and I haven't seen anything to conclude this isn't as was described to Mr H prior to him transferring to OneFamily.

Performance of the JISA

Mr H was initially unhappy with the performance of the JISA fund. I am glad to see this improved prior its surrender, back to a level above what was initially transferred to OneFamily.

OneFamily didn't advise Mr H to invest into this JISA and it was taken out on an execution only basis. They therefore aren't responsible for its suitability. I also can't hold them responsible for the performance of the underlying fund. Its dependant on certain factors including stock market performance, and I can't hold them responsible if it didn't do as well as Mr H was hoping.

OneFamily did however, need to make Mr H aware of the risks involved. And I think they did. Mr H has said this should have been in the marketing, but I haven't been provided with what he is referring to. However, the welcome letter stated, *"Junior ISA invests in stocks and shares, its value can fall as well as rise. So, it's possible Mr H could get back less than has been paid in"*. As the investigator said, this is also included in the terms and conditions.

Issues and delays in accessing the proceeds

OneFamily have acknowledged that there were delays in sending Mr H the list of requirements for him to be added on to the account as a third party and therefore able to give instruction and access the proceeds for his son.

However, OneFamily have acted fairly to ensure there is no financial loss. They have agreed to honour the highest sale price that could have been achieved between first contact in September 2023 and the eventual sale date. They have already paid this amount (approximately an extra £280).

Mr H's son didn't receive the proceeds until June 2024. However, this was due to a missing signed declaration. Mr H says he didn't sign it because he thought it would have implications in doing so and his right to complain. However, I have not been provided with any evidence to show OneFamily are responsible for him thinking this and I therefore can't ask them to compensate further for the payment delay, when it was Mr H who didn't provide what was needed.

I agree with the investigator there was distress and inconvenience caused here and that £150 compensation would be fair considering the circumstances. This includes the uncertainty as to when the investment might be sold and the number of calls and emails needed to sort the issue. This also recognised that Mr H and his son were without online access to view the account for some time. I don't think it is fair to compensate for the period Mr H couldn't see the account value prior to March 2024. Mr H should have been aware he could have called up for this information or viewed it online. He also was delaying the sale of the proceeds by choosing not to provide the signed declaration.

Mr H has subsequently raised a complaint that OneFamily's product is discriminatory. This is a new complaint point that I haven't seen raised previously or where the business have had an opportunity to consider it. I therefore am not able to consider it within my decision and Mr H is able to ask them to address it following this.

In summary, I haven't seen enough to conclude that OneFamily mis-marketed the JISA or are responsible for any disappointing performance. There were delays in selling the investment but I think they are acting fairly in honouring the highest sale price that could have been achieved in this time. I don't think they need to add interest to this amount, because I don't hold them responsible for any delay in accessing the proceeds. This was due to them not having all the necessary signed paperwork. Further if Mr H wants to raise a subsequent complaint point regarding discrimination, he will need to give the business an opportunity to respond to this first.

My final decision

My final decision, is that I uphold this complaint in part, due to the reasons given above. Family Equity Plan Limited should put things right by paying Mr H £150 for the distress and inconvenience they caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 December 2024.

Yoni Smith
Ombudsman