

The complaint

Mrs B is making a complaint on behalf of her daughter, Miss B, about Family Equity Plan Limited ('Onefamily'). She complains about the inaccurate and unclear advice she received from Onefamily when she called the business to ask what would happen when Miss B's trust fund matured, in February 2025.

What happened

Miss B is the beneficial owner of a Child Trust Fund ('CTF'), which was being managed by Onefamily. Mrs B was, prior to Miss B turning 18, the Registered Contact (this is the person with parental responsibility who is in control of the CTF prior to the beneficial owner reaching 18).

As Registered Contact, Mrs B called Onefamily two days before the fund was due to mature for advice about what would happen at maturity.

Mrs B says the advisor told her, "nothing would happen". Mrs B says she was never told that the fund would remain "live" (meaning money was still invested and funds could go down as well as up). Mrs B also says that the advisor wasn't very engaging and seemed keen for the call to end.

Mrs B says that, because of the advice received, her daughter didn't take any immediate action when the fund matured. It wasn't until a few weeks later that Miss B withdrew funds from the CTF. At this point it came to light that the money held in trust, still invested, had gone down in value between the point of maturity and withdrawal. Mrs B says the amount decreased by close to £2,000.

Mrs B says that the realisation that the CTF depreciated by such a significant amount was devastating for Miss B. Miss B intends to go to university and this trust fund was to assist with her higher education costs, so this loss is particularly impactful. Mrs B says that, had she been correctly advised, she would not have risked any loss and advised her daughter to take immediate action to withdraw funds at the point of maturity.

Mrs B formally complained to Onefamily in April 2025. In May, Onefamily responded. The business apologised for any confusion its advisor caused, and for the way the call was handled. Onefamily says that the call recording from 26 February 2025 does reference that the CTF will remain invested until instruction from Miss B is received. However, Onefamily says that the advisor could have been clearer in explaining that "still invested" means that funds remain invested within stocks and shares and the value could go up as well as down.

Onefamily also reference the terms and conditions of the CTF and explains how the fund will remain "where it is" until the beneficiary is ready to decide what they want to do. And as the product is a stocks and shares trust fund, this means funds will remain invested.

Onefamily declined to offer a financial remedy to resolve the complaint. Saying feedback has been given to the advisor. But as there was never any doubt what type of fund had been set up, and the advisor explained money remained invested, the business says it will not take

responsibility for the difference in price at maturity and the date of withdrawal.

Mrs B remained unhappy with the response received, so escalated her complaint to our service.

An investigator looked into the complaint and found that Onefamily had acted fairly and reasonably. In summary, the investigator concluded:

- The call was handled fairly by the Onefamily advisor. He didn't get the impression that the advisor wanted the call to end and commented that the advisor handled the call in a professional and helpful manner.
- Mrs B's received answers to the questions raised. For example: Mrs B asked if the funds would "sit there" to which the advisor replied "invested as it is". The investigator said that had Mrs B asked more about what this meant, or whether funds could go down as well as up, then she would likely have received more clarity. But based specifically on the way the question was asked, he was not critical of the response offered as this was accurate.
- Onefamily has been open in communication, uploading correspondence via the online account (as Mrs B's preference was for paperless correspondence) which Mrs B could access at any time if she needed any more information about the CTF.

Mrs B rejected the investigator's view. She explained how she isn't very technical, so cannot easily access the information available online, which is why she called the business in the first place to seek advice on what would happen at maturity. She maintains that communication was not clear. And asked the complaint to be escalated further.

Our investigator responded and provided Mrs B with a copy of the call recording of the conversation with Onefamily's advisor on 26 February 2025.

Mrs B listened to this recording but says she remains disappointed with how the call was handled. She says she did not pick up on the word "invested", which was very unclear and muddled. She says the business also accepts that the call should have been handled better. So, she would still like the complaint escalated to an Ombudsman for a final decision.

As an outcome couldn't be agreed, the case passed to an Ombudsman.

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.

I have summarised this complaint and what has happened linking back to the crux of what Mrs B says went wrong. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this, and it simply reflects the informal nature of our service. Instead, I will focus on what I find to be the key issues and evidence relevant to this complaint.

Having considered all the facts and information in this case, I agree with my investigator colleague's view. Although I've taken a slightly different approach. I will outline how I have reached my decision.

My investigator colleague explained how he was persuaded that the conversation that took place on 26 February 2025 was professionally handled by the advisor at Onefamily. And that, as Mrs B did not ask specific questions about fund management it was difficult to be critical of how the call was handled. I note that Mrs B strongly disputes that she received good advice and believes the advisor should have done more to clarify what was being asked rather than appearing disengaged.

Instead of focusing on what questions Mrs B did or didn't raise, I think it best to take a holistic approach to what happened.

From my understanding, Onefamily weren't advising Mrs B as such in terms of recommending what to do. That decision was Mrs B's. But, Mrs B was asking for information about the product. And Onefamily needed to ensure, in line with relevant guidance, that information it provided was clear, fair and not misleading. Onefamily also needed to act fairly and in accordance with the best interests of its client.

By looking at the situation as a whole, I can consider whether Mrs B received reasonable advice from Onefamily.

First, I listened to the call between Mrs B and the advisor on 26 February 2025. This call lasted around six minutes. Mrs B asked several questions during the call, including how her daughter could access the account when she turned 18.

In relation to the crux of this complaint, about whether Onefamily's advisor was clear in the advice she offered when it comes to what would happen at maturity, the advisor replied:

"...if, for example, [Miss B] need more time to decided...let's say a week, a month or a year...the sum in the account will still be invested, as it is"

Mrs B says she didn't hear the word "invested" when speaking with the advisor. In my view, the above statement is clear and not misleading. Then again, I have the benefit of hindsight and an ability to re-listen to a conversation, which I did several times in this case.

Thinking about the call Mrs B had with Onefamily, I can understand when listening to the conversation how Mrs B was not completely confident in in what she was asking. Mrs B started the call by saying she had one question to ask. But then as the conversation continued, she asked several other questions to help better understand what her daughter needed to do next with accessing the CTF at maturity.

On balance, I do believe this call was handled reasonably by the advisor. It is clear Mrs B wanted to help her daughter make the best decision. And I take her statement on board that this was the whole reason for her call; to better understand what would happen next. Whilst I understand Mrs B's position, I do not believe that the information provided during this call led to the injustice being claimed, of a missed opportunity to withdraw from the fund when the value of the fund was higher.

Further to this point, there is other information available about the CTF which would have helped answer Mrs B's queries. I can see Onefamily provides two types of terms and conditions for CTFs; one for when the fund is taken out and up to the point of maturity ('original terms and conditions') and the other for what happens with the beneficial owner reaches the age of maturity ('terms and conditions at maturity'). Onefamily refers Mrs B to both sets of terms when engaging with about her complaint.

The original terms and conditions explain:

'Fund

Investment funds are a way to invest in individual holdings such as different shares, bonds, or cash. When you invest in a fund yours and other investors money is put together and the total is divided across all the individual holdings that the fund invests in. This allows you to invest in many more individual holdings than you could alone. Funds are designed with specific objectives and each one will invest in different ways. It's important to remember that the performance of investment funds is not guaranteed. This means the value of the account can go up as well as down, so your child could get back more or less than has been paid in.'

The terms and conditions at maturity explain:

'Investments and charges

The way your CTF is invested, and how much we charge you, will remain the same as it was before you turned 18.'...

...'Withdrawing the money

Once we have received a valid instruction, we will sell your investments on the following working day and pay your money to your chosen bank account...'

Reading these documents together, I am left in no doubt about the way these CTFs are set up. They are clearly investment funds, held collectively, and the overall performance is not guaranteed.

Furthermore, the terms and conditions at maturity are clear that investments won't be sold until valid instruction from the beneficial owner is received.

As such, looking at the terms and conditions available for this CTF, I'm of the view that this literature is clear, fair, and not misleading. Coupled with the conversation Mrs B had with an advisor at Onefamily, I do not agree that Mrs B received inaccurate or unclear advice from the business about what would happen with the CTF at maturity. As such, I do not uphold her complaint.

In coming to this decision, I recognise that this will not be the outcome Mrs B or Miss B wanted. I understand that withdrawing from an account that was significantly less than previously advised would have come as a shock, especially when the value of the fund was destined to support Miss B with the next chapter of her studies. I want to assure Mrs B and Miss B that I've not made this decision lightly. And I recognise that there will likely remain a level of disappointment by what's happened. Despite this, I cannot reasonably say that Onefamily provided poor advice or support to Mrs B, or Miss B.

My final decision

I do not uphold this complaint. As such, I do not direct any remedy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 13 April 2026.

Emily Bowyer

Ombudsman