

## complaint

The complaint concerns Mrs B's FTSE Kickout bond arranged by Skipton Financial Services Ltd in 2007. She's dissatisfied with the returns on her investment and says she wasn't provided with documentation about the product.

## background

Our adjudicator didn't recommend the complaint should be upheld. In brief, she considered the policy literature made clear that the bond's only guarantee was that the amount originally invested would be returned at maturity. The adjudicator also explained that the policy was sold on an 'execution-only' basis. As such, Skipton was only required to provide the relevant documentation to Mrs B.

Mrs B's representative didn't agree with the adjudicator's findings, saying:

- No responsibility has been placed on Skipton and the way that it sold the bond.
- The only document provided by the Skipton was the investment certificate. Mrs B didn't receive any other policy documentation until a formal complaint was raised.
- The business provided literature which didn't match the product in question.

As the complaint remains unresolved, it's been referred to me to review.

## my findings

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've come to the same conclusions as the adjudicator and for broadly the same reasons.

I recognise Mrs B's disappointment that her bond didn't produce a better return. But there is nothing other than her recollections to support a finding that she was told that the bond offered a guaranteed *return*, as opposed to the capital originally invested being guaranteed.

Although the bond *could* have achieved the type of return she has said was promised to her, it would only have done so under certain conditions relating to the performance of the FTSE share index. These conditions were set out in the product brochure and other documentation. Unfortunately, on this occasion the conditions weren't met.

Mrs B has also said that she wasn't provided with the documentation explaining how the product worked. The business has indicated that Mrs B made a request to have the documentation sent to and held in the branch where the bond was arranged, as she wasn't living at home at the time.

In any event there were explanations of how the product worked in the documents that Mrs B signed, such as the Direct Sale Agreement and the application form. The former document relates to the sale of the product having been sold on an 'execution only' basis to Mrs B. This means that no financial advice was provided to Mrs B; rather, she made her own decision to proceed with the bond on the basis of the information provided. This information included an explanation that withdrawals couldn't be made during the term of the bond and that statements wouldn't be provided, only a certificate of investment at the start of the term.

I acknowledge that Mrs B has said that she feels she was advised by Skipton. But again I note the documents she signed to confirm that this was not the case. As such, Skipton was required only to ensure that the features of the bond were explained in a clear manner. I'm satisfied it did this.

But in any event, as Mrs B agreed she was a 'cautious' investor and had also used similar products before, in my view this type of guaranteed product was likely to have been suitable for her.

**my final decision**

For the reasons given, my final decision is that I don't uphold the complaint.

James Harris  
**ombudsman**