

COMPLETING YOUR QUESTIONNAIRE

The Questionnaire forms the basis of your Complaint and your responses will be included with a Letter of Complaint to your Financial Adviser about the Investment advice you have received and the product you were sold. It is also an opportunity for you to tell us in your own words what happened at the time you entered into the Investment, about any detriment you have suffered and the reason for your Complaint. The Questionnaire must be completed to the best of your knowledge and it is important that you answer every question honestly.

You should include as much information as possible to help us investigate your Complaint.

GENERAL GUIDANCE

Your Financial Adviser had a duty to ensure that they provided 'best advice'. This means that the Investment must have been suitable for you, taking account of your needs, circumstances and requirements. Keep the following points in mind when completing your Questionnaire:

Your needs

When entering into the Investment, your Financial Adviser should have taken your Investment needs into account. This includes your financial requirements and objectives (e.g. income, growth, long-term planning), your desired Investment timeframe and what you expected from the Investment.

Your circumstances

In providing 'best advice', the Financial Adviser should have completed a comprehensive fact find which took account of your circumstances. This includes your age, occupation, financial circumstances, level of existing debt and your capacity to bear loss.

How the Investment operated

The performance of the Investment, including flexibility, risks, duration and charges, should all have been clearly explained to you so you could make an informed decision. These features can make an Investment unsuitable so you should have been clearly advised of all of these factors.

How the Investment was sold

In providing you with Investment advice, your Financial Adviser should have ensured that they treated you fairly. This includes making sure that no pressure was placed on you, you received clear and not misleading information, and that they gave you sufficient time to consider your options.

HOW TO COMPLETE THE INVESTMENT QUESTIONNAIRE:

You must complete the Questionnaire to the best of your knowledge. If additional space is needed use Section F.

Section A: Key Details

This section is to gather basic information to ensure you have a basis to complain. For example, if you have previously complained about the Investment product to your Financial Adviser or the Financial Ombudsman Service we will not be able to assist you, as your Complaint will have been considered.

Section B: About Your Product

This section is designed to determine the basic information regarding the product you are complaining about. It is important for us to collect information such as the amount invested, product start date and your Investment timeframe in order to start to build a picture around whether the product was suitable for you at the time.

Importantly, we need to know the current state of the Investment, especially if it has been surrendered. There are rules around what advice you should have received prior to surrendering your Investment, and sometimes additional costs and charges may apply as a penalty so we need to check that you were given the sufficient advice before making your decision. If you did surrender your Investment, please explain the circumstances in B9 and B10.

Section C: About Your Circumstances

This section is designed to give a clear picture of what your circumstances, specifically your financial circumstances, were at the time you took out the Investment.

We look at whether the proportion of your available funds which you invested (C2), were a significant amount, based on your financial circumstances at the time. If they were, then your Adviser should have considered diversification of your funds, i.e. spreading the funds across a range of products and/or funds to reduce risk.

We need to ensure that your Financial Adviser considered your financial circumstances, including earnings, savings, and commitments, at the time to ensure that you had an appropriate level of income/savings to fulfil your day-to-day financial obligations, which includes any existing debts (C8) and any dependants (C15 and C16).

This includes considering the source of the funds (C3). Often, Investments are made following a windfall payment such as: inheritance, a tax rebate or redundancy. In assessing your suitability for the Investment, your Financial Adviser should have considered your existing level of debt, to consider if the funds were required to clear this debt, as well as considering your general day-to-day expenses to ensure you had enough to cover these costs, with funds left over in case of an emergency. The summary of this can be detailed in C6, where we ask you to define your general financial situation.

In respect of the categories, 'stable' means that you were managing your expenditure and felt happy with your financial position whereas 'unstable' would relate to a situation where your income fluctuated, or you did not feel as comfortable with your finances. 'Critical' would refer to financial difficulty.

We ask about what you would have done with the funds, had you not invested them (C5) because your Investment should never have left you in a worse-off financial position and your short-term needs should have been assessed to ensure the funds were not required for something else, meaning the Investment may have been unsuitable. So, for example, if you would have paid off some debt instead of investing the money, but later ended up financially worse off because of the unpaid debt, then the Investment advice may have been unsuitable.

As part of the suitability assessment your Financial Adviser should have given you a risk classification (C17), that was compatible with both your circumstances at the time and your previous Investment experience, which provides an indication of what type of products should have been advised to you. This will be reviewed when considering the suitability of the Investment sold to you at the time.

Section D: About Your Investment Advice

Your Financial Adviser should have informed you of all the costs and charges associated with your Investment (D8). These products often included an upfront fee and/or an ongoing management fee, in addition to costs associated with the underlying fund(s). You should have understood how these worked and been given an illustration as to how these would work in practice. There are several risks in relation to making an Investment, so you should have understood how these would affect you prior to making your Investment.

You should also have been given enough time to make your Investment decision, in the right circumstances, so you could ensure this was the correct product for you.

Section E: About Your Complaint

This section gives you the opportunity to detail, in your own words, what happened when you were sold the Investment and why you are now unhappy, including any direct losses or detriment you have suffered. This provides your Financial Adviser with your testimony around the sale. You should consider the advice you were given, any questioning by the Financial Adviser to determine your suitability for the Investment product and how you felt about the process.