

The complaint

Mr A is unhappy with how PLA Loss Adjusting Group Ltd (PLA) assisted him in respect of a claim he needed to make under his home insurance policy. And, he is unhappy with the fee PLA has invoiced him for, in relation to this assistance.

Mr A has been represented in this complaint by Mrs A. But, for ease of reference, I'll just refer to Mr A – but this will include the representations Mrs A provided.

What happened

Mr A has explained that on 9 June 2019 there was a fire at his property. Because of the damage this caused, Mr A needed to make a claim under his home insurance policy. Mr A said that at the time he made the claim, he found the matter overwhelming. And so, when a representative from PLA visited his home, and noted that PLA could assist with the claim, he thought about this, later agreeing for it to handle the claim on his behalf.

Mr A has told this service that the reason he decided to appoint PLA was because the representative that visited him, said he would support Mr A with getting a cash settlement for his claim. In exchange for this support, Mr A says he was told he would owe PLA a fee equal to 10% of the cash settlement achieved. But, if no cash settlement was achieved, and the property was reinstated instead, he wouldn't owe PLA anything. As Mr A wanted a cash settlement, he said he signed up for PLA to assist and represent him with the claim.

PLA has said something different. It has said that when it was first appointed to assist Mr A with the claim, Mr A hadn't decided whether he wanted a cash settlement, or reinstatement. PLA also said it assisted with the tender process for the work that needed completing, and the winner tender was submitted by a contractor, who I'll call P. The tender was for £60,122.71 plus VAT.

PLA said that Mr A's insurer accepted this tender as reasonable on the whole – apart from some provisional sums it questioned.

PLA noted that once the winning tender had been confirmed, it met with Mr A. And at that point, Mr A confirmed that he wanted a cash settlement. Which, at this point, was early in November 2019. PLA noted that at this point, it informed the insurer of Mr A's request, asked Mr A for evidence to firm up the provisional sums on the tender, and for evidence from his mortgage provider that it was happy for Mr A to be provided with a cash settlement.

Mr A was unhappy with PLA asking for this confirmation from his mortgage provider. He didn't think it was reasonable for PLA to ask for this information. But he did ask his lender, and provided PLA with a letter from it, noting that it would like the insurer's approved contractors to deal with the claim, as opposed to a cash settlement.

Following this, Mr A agreed to appoint the contractor that won the tender process PLA conducted. However, around a month after this contractor started work, Mr A was unhappy with the work completed and told the contractor to stop work. At this point, Mr A also told PLA that it was cancelling his agreement with it. He no longer wanted PLA to assist him. He

said this was because PLA had been deceitful – as he had found out that when PLA asked for information from Mr A's mortgage provider, it hadn't been the insurer that had asked for this. And PLA had told him that it was the insurer requesting this information.

As the contract was cancelled, PLA sent Mr A an invoice for its representation. The invoice was for £10,822.09. PLA said that the expected claim settlement would be £60,122.71. And it said its fee, including VAT, would be 15% of this – given the terms and the agreement Mr A signed up to. Mr A didn't agree. He was unhappy with what had happened in respect of the cash settlement issue, as well as with the contractors recommended by PLA to complete work at his property. And, Mr A said he had agreed to 10% of the claims settlement to be provided to PLA, not 15%. So, he raised a complaint with PLA.

PLA responded and said that it always did its best to get the type of settlement the customer requires, but it said it was aware of the potential ramifications for Mr A if a cash settlement was accepted, if it was against a lender's wishes. So, it said it was right to ask for the agreement of the lender for a cash settlement. And unfortunately, in this case, the lender did not agree to that, so it couldn't move forward with supporting a claims settlement via this method.

PLA did however say that it felt there was a failure in communication, and that the loss assessor representing Mr A should have made him aware that the mortgage lender's preference could impact the ability to seek a cash settlement. It apologised for this.

Lastly, PLA understood that Mr A had cancelled his agreement with it. It said the fee owed to it, under the terms of Mr A's contract was 15% of the claim settlement value – £10,822.09, and so Mr A would need to pay this.

Mr A was remained dissatisfied with PLA's position on the matter. And so, he referred his complaint to this service, for an independent review.

I issued a provisional decision, detailing my thoughts on the complaint. In this I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've asked for some further information to be sent in, from both parties. But neither have sent this to me. So, I've proceeded based on the information I do have, and what I consider to be fair and reasonable based on that evidence. As above, unless any further evidence is provided to change my findings, my final decision is likely to be along the same as that detailed below.

As detailed above, I've considered all of the evidence from both parties when coming to my initial decision on this complaint. But, when detailing my initial decision, I've only referred to the information I consider relevant to explain my reasoning in this case.

Mr A's complaint is about the loss assessor he appointed. It's firstly important to highlight the role of a loss assessor in insurance claims – so as to consider whether it has acted fairly and reasonably, in line with that role, and the agreement Mr A signed up to.

A loss assessor's role, in being appointed by a consumer, such as Mr A, is to handle, or assist with handling a claim, on behalf of that consumer. I've seen a copy of the agreement Mr A signed, when appointed PLA.

This agreement, signed by Mr A, confirms that PLA has the authority to act on Mr A's behalf in ascertaining, negotiating and where possible, settling all matters in relation to the claim. I'd

expect a loss assessor to act fairly and reasonably when carrying out these things. So, I've thought about whether PLA acted reasonably in this case.

Cash settlement

Mr A did provide PLA authority to act on his behalf in respect of settling his claim, where possible. But, as above, Mr A feels PLA didn't act fairly in this. This is because Mr A has said he told PLA that he wanted a cash settlement for the claim. But he felt that PLA didn't support him in this. And Mr A has said PLA acted unreasonably by requesting that he provide evidence from his mortgage lender, to show it approved a cash settlement being provided.

I've thought about this carefully. And having done so, I don't intend on upholding this element of the complaint.

Mr A has said that PLA was told, from the beginning of the claim, that Mr A required a cash settlement. PLA has said it wasn't told this, until around November 2019.

There aren't any notes, or phone call recordings, from when Mr A and PLA first spoke. So, I don't know for certain what was discussed at the time. In situations such as this, I need to decide what I think is most likely in the circumstances. And, based on the information I've seen, I don't think it was clear to PLA that Mr A only wanted a cash settlement, until around November 2019.

I say this because I've seen emails sent at the time of the claim. And it is only following the tender process being completed and accepted, that any reference to Mr A wanting a cash settlement is noted. On 4 November 2019, PLA tells the insurer's agents that;

"Following a meeting with my clients on Friday they have now decided they wish to 'cash settle' the buildings element of the claim. Therefore I have asked Mr A to obtain quotations from contractors for the provisional items that you have listed to firm up costs...."

As this email is from the time the issue was ongoing, I think its persuasive evidence that it was at this point, that Mr A confirmed a cash settlement would be his preferred way forward.

Once Mr A had confirmed this, I would expect PLA to act promptly and fairly in liaising with Mr A and the insurer, looking to obtain a cash settlement. And I think PLA did do this.

I can see that shortly after the above email, PLA did ask Mr A to provide evidence around the costs for the provisional sums on the tender document. And, at the same point, it did tell Mr A, via email, that;

"As is usual in these circumstances the Mortgage company, if the property is mortgaged, will need to be asked if they approve of a cash settlement. It is only where a property highly mortgaged or as we have had in a few instances in negative equity they will not approve and insist on reinstating.

I await....and confirmation from the mortgage company as insurers will very likely ask for." Following this, I can see PLA communicating with the parties in respect of the provisional sums and chasing for matters to be moved forward. And, once the final invoices were submitted by Mr A towards the end of November 2019, PLA chased the insurer for a response in respect of a cash settlement offer.

PLA received the cash settlement offer, of £52,500 on 11 December 2019, with the insurer noting this was after it has taken off a 'premium' for cash settling the claim and amended

some of the provisional sums. And PLA went back and disputed this 'premium' being taken off. Given this, I do think PLA were assisting in Mr A's attempts to gain a cash settlement. It was continuously moving the matter forward, as communication on the claim came in.

I can see PLA also chased Mr A for information from the mortgage company, via email, noting that it this information was important, and would delay the claim. It was around this time, although the date isn't clear, that Mr A provided PLA with the information from the mortgage provider. And confirmed that he would go with the contractors PLA had recommended in the tender process.

Given the above actions PLA carried out, I'm currently satisfied it did assist Mr A in seeking a cash settlement, as I would've expected it to, in a timely manner. And carried out Mr A's wishes, in this regard.

I appreciate Mr A feels PLA acted unfairly by asking Mr A to get information from his lender, to confirm it was agreeable to a cash settlement. But I do also think PLA acted fairly, and considered Mr A's interests, when asking Mr A for this information. Whether Mr A's insurer had asked for this evidence or not (PLA just says it is likely the insurer will ask), PLA recognised that Mr A's mortgage provider had a financial interest in the property and its condition. And, that accepting a cash settlement, without the lender's input, may cause issues for Mr A in the future. So, it seems reasonable to me for it to ensure that in assisting with a cash settlement for Mr A, it was acting in Mr A's best interests, and not undertaking any action that may be detrimental to Mr A in the future.

I understand that the mortgage provider did not want a cash settlement provided to Mr A in this instance. I've seen a copy of the letter Mr A's lender sent to him. And it says its usual process is to ask for the insurer's approved repairers to complete the work. And that's what it would like to happen in this case. I understand this response was distressing for Mr A. But I don't hold PLA responsible for the lender's decision here. That's the lender's decision, and PLA has no influence over it. PLA has however acknowledged that it could have made Mr A aware that a cash settlement was guaranteed – and that the lender may not want this to happen. I agree. But PLA has apologised for this, and I'm satisfied that was a fair thing to do.

Mrs A, on behalf of Mr A has told this service that PLA was "very assertive and convincing that he would help us with the claim and made my husband sign a contract with them after he mentioned that he wanted to fight for a cash settlement." And has suggested that the only reason Mr A appointed PLA was because it said it would obtain a cash settlement. But I haven't seen any firm evidence to show that PLA said it would definitely secure a cash settlement for Mr A – rather it would assist with the claim. Which I'm satisfied it did. So, I don't require PLA to do anything more in this respect.

As I don't think PLA acted unfairly here, I don't think it needs to do anything more in this respect.

Fee charged to Mr A

Was Mr A told of the fee options?

Mr A has raised concerns about the fee that PLA has invoiced him for. He has explained that when he first spoke to PLA it noted that if Mr A received a cash settlement from his insurer, the fee for PLA's assistance would be 10% of the cash settlement figure. But, if Mr A used the contractors it recommended, then he wouldn't have to pay anything, as their fees would be gained from the contractor instead.

However, Mr A has said that on cancelling his agreement with PLA he was instead sent an invoice for 15% of the expected claim amount. Mr A hasn't paid this – noting it was more than he agreed to.

I've considered Mr A's recollections of when he first signed up with PLA, as well as PLA's reflections that it did tell Mr A of the 15% fee in the event that if Mr A chose "reinstatement & subsequently change their mind, after the tender process, the fee increases to 15%." The party's recollections of the matter differ. But Mr A did sign a contract with PLA – which details its terms and conditions, including its fee. As this is the basis of agreement between the parties, I place significant weight on this – when deciding whether Mr A was told of the different fees payable to PLA.

This agreement defines what is meant by 'Fee.' It says;

"The Fee is the lower of 10% of the value PLA assess as a fair settlement figure, or the settlement negotiated with the insurer for the Claim, or each part(s) for which indemnity is given by the insurers for the Claim, plus VAT on that/those sums, together with disbursements made on the policyholder's behalf not recoverable from the insurer."

In addition to this, under the section 'Policyholders Requirements' three methods of paying PLA are detailed.

The first being that if Mr A agreed to the appointment of the contractor to undertake the work, PLA would invoice the contractor for a management charge, rather than invoicing Mr A for its work.

The second being that if a cash settlement is paid, Mr A would pay PLA 10% plus VAT, of the settlement money.

And the last being;

"(...)"

3 Save where a Cancellation Fee is payable, in the event I/we do not use the Contractor for the Works, or enter a contract with him, I/we agree to pay the Fee of 15%, plus VAT, of the value of the contract."

Given all of the above was noted in the agreement Mr A signed, I do think he was told about the various fee options, depending on what happened with the claim.

Is the fee charged to Mr A fair?

Just because Mr A was told of the various fee options, it doesn't necessarily follow that the fee charged to him in this case is fair. I've thought carefully about whether the fee PLA have invoiced Mr A for is reasonable, bearing in mind what Mr A signed up to. And I don't think it is.

PLA have invoiced Mr A for 15% (plus VAT) of £60,122.71. But I'm not satisfied that 15% is the right percentage. Or that basing it on a figure of £60,122.71 is reasonable. In terms of the 15% - the agreement Mr A signed only notes 15% being payable if Mr A didn't use or enter into a contract with the contractor. But Mr A did engage and use the contractor. At least initially. The term around the 15% charge doesn't note what happens if Mr A appoints the contractor, and then later takes them off the job, after it has carried out work. So, I don't think it's fair and PLA to charge 15%.

Mr A cancelled the agreement, after using the contractor for at least some of the work. And there is a cancellation term in the agreement, which says that;

"If We/I cancel for any reason before completion of the Services, but after the cooling off period, Unless the Services have been substantially performed, we will pay as the Cancellation Fee 75% of the Fee plus VAT and disbursements without deduction or set off of any kind whatsoever."

Mr A did cancel after the cooling off period, and before completion of the work PLA was appointed to do. And so, I'm satisfied this cancellation term applies.

So, Mr A would owe 75% of the Fee. Unless it was shown that the 'Services' had been 'substantially performed.' But 'substantially performed' isn't defined in the agreement Mr A signed. So, it's not clear what this means. And given this lack of clarity, I think it's reasonable to read this giving Mr A the benefit of the doubt. I say this because where there is ambiguity in the contract it's fair to read this in favour of the party that didn't draft it. Mr A's evidence suggests there was a lot of work left to do on the claim. And I'm aware it still isn't settled. So, I don't think it's reasonable to say the services were 'substantially performed.'

As a result, I consider it would be reasonable for Mr A to be invoiced for 75% of the Fee. The definition of Fee is explicitly detailed in the agreement Mr A signed. As above, it is either the lower of 10% of the value of what PLA considers a fair settlement figure, the settlement negotiated with the insurer, or indemnity given by the insurer.

PLA, by invoicing Mr A has considered a fair settlement figure to be £60,122.71. And I can see this is because it was the price that came back from the winning tender. But the insurer didn't agree to this amount. It questioned a number of provisional figures and noted that it had taken off some money from the tender, as a 'premium.'

Instead, it offered £51,000 for the works, with a further £1,500 if Mr A was to manage the works himself. So, £52,500 in total. In terms of indemnity given by the insurer, it isn't clear what the final figure for this will end at – the claim hasn't been concluded yet. But I haven't seen anything to suggest that settlement is under the £52,500 the insurer agreed. And so, the settlement figure negotiated with the insurer is the lowest of the three – as per the terms – then the fee should be based on the £52,500.

This means the fair and reasonable figure, both of the parties agreed to, is 75%, of 10% of £52,500, plus VAT. This being £6,300.

Based on the above, my current outcome is for PLA to reduce its fee to £6,300.

Delays and Customer Service

Mr A has said the quality of the work carried out by the contractor was poor. And this the reason why Mr A stopped them carrying out the work. He has also said this is part of the reason why he cancelled PLA too. I've considered this point, and whether it effects the outcome of this case. And I don't think it does. I say this because I haven't seen any firm evidence to suggest the work completed by the contractor was unsatisfactory. It's my understanding that the insurer settled these costs invoiced by the contractor. Which suggests to me it didn't feel the work was poor.

In addition to this, Mr A has said that PLA delayed the progress of his claim. And that this meant the alternative accommodation and furniture hire that had been agreed with his insurer ran out before Mr A and his family could move home.

It is important that a loss assessor assists in moving a claim forward promptly and fairly. This means that the loss assessor shouldn't cause any avoidable delays as the claim progresses. With this in mind, I've reviewed the history of this claim, and PLA's involvement with it. And on doing so, I can't see any periods where PLA could have moved the matter forward more quickly. I can see that it completed the tender process, and then sent this over to the insurer to consider. I'm aware it chased this response. And, once it received a response from the insurer, it sought to gain further information from the insurer and from Mr A on the provisional items on the schedule of works, and the ultimate value of the work needed at the house. I'm also satisfied that where other issues arose, such as queries over the mortgage lender's agreement for a cash settlement, and queries over alternative accommodation and furniture hire, it dealt with these.

I understand that Mr A's insurer said that it wouldn't pay for alternative accommodation and furniture hire after February 2020. But to help it could off-set these costs from Mr A's contents claim. It isn't for me to comment on whether the insurer acted reasonably or not here – this complaint isn't about the insurer. But in relation to PLA, I don't think it caused delays. And so, I don't hold it responsible for additional alternative accommodation and furniture hire payments."

Both parties responded to my provisional decisions and disagreed with it.

Mr A said:

- From the very first interactions with PLA he told it he wanted a cash settlement and it was agreed this would be the avenue PLA would pursue. And as PLA didn't secure this cash settlement for him, a fee wasn't due to it.
- He signed the contract with PLA on the same day PLA visited his property, without reading the contract or understanding any of the legal terms and jargon within it – with English not being his first language. But his understanding was that PLA were there to help with a cash settlement
- PLA should never have asked for information from his mortgage provider. His insurer had never required this, and it seems that PLA never pursued a cash settlement on his behalf
- He wasn't aware he had the right to choose his own contractors
- He decided to terminate the work with the contractors as he wasn't happy with it and hadn't been from the start, and when terminating the contract with PLA, also wanted to terminate it at the same time with them.

In relation to the fee reduction I noted in my provisional decision PLA said:

- The calculation I'd provided for the fee reduction should mean its fee being reduced to £4,725, rather than the £6,300 I'd quoted – based on the methodology used in the provisional decision, although it didn't agree with the methodology within the provisional decision.
- It has substantially performed its role in the contract, and therefore the fee it was entitled to charge should be based on the full tender sum of £62,000. It said this was according to the Chartered Institute of Loss Adjuster's (CILA) description of the loss adjuster role – which says a loss adjuster's role is to verify whether the policy covers the damage, and verify the settlement amount for the claim, if any is due. It said CILA made no mention of appointing and supervising contractors.
- It was unaware of any changes to the offer made for the claim, and it didn't feel it was fair for its fee to be reduced on that basis. It asked for me to explain how I came to

the sum quoted in my provisional decision, re offer on the claim.

Other points it made included:

- The contractor completing the work at Mr A's property (before cancellation) were not appointed by it, or as a result of the tender process, but because Mr A was having difficulty in finding his own contractor, coupled with the tender contractors declining to undertake the work for Mr A.
- Had Mr A hadn't terminated the contract it would have pursued the maximum settlement for Mr A.
- It hadn't been informed the mortgage lender was now happy for a cash settlement.

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'd like to reassure both parties that this includes the further submissions they've provided to me, following my provisional decision on the complaint.

I haven't responded to every additional point made. And I won't reiterate my provisional decision either because it's contained above. Instead, I've responded to further comments made when I consider it necessary to explain my decision.

Cash settlement

Mr A has reiterated that he made it clear from the start that he wanted a cash settlement for his claim, and he said that PLA confirmed it obtain this for him. I've already responded to this in my provisional decision. I can't be sure what was said during those first days between Mr A and PLA. But the evidence provided to me suggests the request for a cash settlement was made clear in November 2019, and not before. And at that point, I'm satisfied that PLA moved forward to look at a cash settlement, including telling the insurer this is what Mr A wanted.

However, it's important to note that whether Mr A said he wanted a cash settlement at the beginning of the claim, or in November 2019, it doesn't make a difference to the outcome of this complaint. Prior to 2019 I can see that PLA were looking to move the claim forward by establishing the costs associated with the claim. So, it was pursuing the matter as it needed to, at that stage, to establish the value of the loss.

And, Mr A had signed a contract which explained that the fee charged to Mr A would be dependent on the different settlement methods that could be carried out. Mr A has said he didn't read or understand the contract with PLA.

But Mr A did sign this, appointing PLA based on the terms in the contract. And those terms weren't solely about gaining a cash settlement. If Mr A didn't understand what he was signing, I would expect him to raise this with PLA before signing it.

Mr A is concerned that PLA asked for evidence from his mortgage provider, about whether it would be happy for Mr A to accept a cash settlement or not. Mr A has said he didn't want to provide this, and his insurer didn't ask for it.

As detailed in my provisional decision, I've seen the email correspondence between PLA and Mr A about the information from the mortgage provider. And I'm satisfied that PLA *does not* give the impression it's asking for this because the insurer wants it. PLA said it was likely

the insurer will ask in future. So, it was pre-empting something that may come. And, I'm satisfied PLA was acting in Mr A's best interests in asking for this information, to make sure that nothing happened that his mortgage provider could later raise concerns about, and cause a problem to Mr A.

So, my final decision remains the same in relation to these points.

Fee charged to Mr A

Mr A has reiterated that he doesn't feel any fee is due to PLA, because it didn't secure a cash settlement for him. But I don't agree. I'm satisfied it's fair to PLA to charge a fee – Mr A appointed PLA, and it did do work on his behalf.

Based on everything I've seen from the parties my decision remains that it's fair for PLA's fee to be reduced in this instance.

This is based on the same methodology as in my provisional decision. However, PLA was correct in noting the outcome of my methodology results in the fee PLA is charging being reduced to £4,725, rather than £6,300. So, my decision is that the fee should be reduced to £4,725, which is inclusive of VAT.

Why is this the fair fee?

As discussed in my provisional decision, I think the term around the cancellation fee is ambiguous. It says the cancellation fee is 75% of the Fee (fee being defined) – *unless* the services are substantially performed. It doesn't explain what the fee is if the services *have* been '*substantially performed*.' So, it's not clear what Mr A would be charged if he cancelled, whilst the work has been substantially performed.

And there is no definition of the term to set out for the parties how to decide whether the matter has been substantially performed or not. PLA has said the Chartered Institute of Loss Adjuster's (CILA) details a loss adjuster's role, and it has completed the work based on these details. This evidencing that it did substantially perform its role. But the agreement Mr A signed up to doesn't explain this – so I don't think it's fair to assume that's what Mr A understood when signing up to PLA's services. I consider that the meaning term is one that is open to interpretation – meaning that the parties to the contract could have different understandings of it. And in this case Mr A doesn't think PLA performed its role as it should have, whilst PLA does.

If a contract is unclear, then I consider it reasonable to read this in favour of the consumer. So, giving the consumer the benefit of doubt as to the meaning of the term. As there is nothing within the contract to confirm in Mr A's case that it has been substantially performed, I think it's reasonable to say that it hasn't been. And so, the cancellation fee, of 75% of the Fee should apply.

The Fee is something that is defined by the policy. It being *the lower of 10% of:*

- The value PLA shall assess as a fair settlement figure; or
- The settlement figure negotiated with the insurer for the claim; or
- Each of such parts for which an indemnity is given by insurers, plus VAT together with any disbursements made on the policyholder's behalf

The lower of the above is the second bullet point – the figure negotiated with the insurer for the claim, based on the information I've seen. This being the £52,500 the insurer's offered

for the works. PLA have asked if the insurer has changed their offer and mentioned whether Mr A has paid the contractors for all of the work.

And Mr A has said that the settlement figure was lower – at £22,885.69. But Mr A is referring to the settlement figure he paid for the building works here – not the claim, which involved more than the reinstatement works. As above, £52,500 was the figure negotiated with the insurer for the claim at that stage.

I haven't seen anything to show that there were further negotiations between the insurer and PLA that led to a higher (or lower) negotiated settlement before the point of cancellation. The insurer emailed PLA offering £52,500 for the work and noting a disagreement with some provisional sums. Mr A provided further information on those sums – but no conclusion was reached whilst PLA were representing Mr A, as far as I can see. Even if higher figures were provided as indemnity by the insurers, this doesn't change the outcome of this complaint – because the above terms highlight the fee is the lower of the three bullet points above. And the lower is the amount PLA negotiated with the insurer.

Whether Mr A has paid the contractors for all the work isn't for this service to consider – that's between Mr A and those contractors. My concern is whether the fee PLA is charging is fair. And, I'm satisfied it would be fair, in line with the contract Mr A agreed to, to pay the cancellation fee – which is 10% of 75% of the £52,500 settlement figure negotiated with the insured. As PLA has said – this comes to £4,725 inclusive for VAT. And so that's what I require PLA to reduce its fee to.

My final decision

Given the above, my final decision is that I uphold this complaint, and require PLA Loss Adjusting Group Ltd to Reduce its fee to £4,725 inclusive of VAT.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 April 2022.

Rachel Woods
Ombudsman