

The complaint

Ms O complains about the advice given to her by Portafina Investment Management Limited to transfer the benefits from her defined-benefit ('DB') occupational pension schemes, and her Additional Voluntary Contribution Plan ("AVC"), to a self-invested personal pension ('SIPP'). Portafina processed the transfer of Ms O's scheme benefits to the SIPP on an 'insistent client' basis. Ms O says Portafina badly advised her and has caused her a financial loss.

What happened

In or around 2018, Ms O was approaching her 54th birthday. She was employed as a cleaner earning just over £7,500 a year and was also in receipt of tax credits and child benefits which totalled £573 per month. Ms O wasn't intending to retire before age 67. She had no savings, assets, or investments and lived in rented accommodation. Ms O's retirement provision (aside from her state pension) amounted to two occupational defined benefit schemes where she was a deferred member of both, one of which included an AVC.

Scheme 1 had a CETV of £119,049.71 and was predicted to provide tax-free cash of £37,870 at the normal scheme retirement age of 65 along with an annual pension of £5,681. Separately this scheme also included an AVC worth £2,870.93. The AVC had a guaranteed value at retirement of £2,851 along with guaranteed annual growth of 3.5%.

Scheme 2 had a CETV of £20,973.59 and was predicted to provide tax-free cash of £7,602 at the normal scheme retirement age of 65 along with an annual pension of £1,140. The CETV was later increased to £22,344.89.

Ms O had responded to an advertisement and contacted Portafina in late 2018 to discuss her pension and retirement needs. She signed letters of authority allowing Portafina to obtain information about her existing pensions.

In April 2019 Portafina wrote to Ms O to say there was 'great news' on her pension, namely that her 'pot' was worth £141,410.73. The letter invited Ms O to book a phone appointment. And it set out what each of the transfer value of her three pensions was along with the critical yield each needed to attain.

The telephone fact-find appointment took place in early May 2019 and was conducted by one of Portafina's paraplanners rather than an adviser. The paraplanner gathered details of Ms O's circumstances, needs and objectives and recorded them in a fact find document. Ms O's objectives were noted as needing tax-free cash (TFC) from her pensions so she could give £2,000 to each of her children, pay £3,000 into a funeral plan and leave the balance in an emergency fund. She also said she wanted to be able to leave her pension fund to her children in the event of her death and would need an income in retirement of £11,376 per year. The paraplanner noted the benefits Ms O was in receipt of and that she was aware of the impact taking TFC would have on them. She also noted that Ms O was aware of the loss of guarantees associated with her existing DB schemes. The paraplanner noted the maximum TFC available to Ms O was £35,723.56.

Portafina sent a letter to Ms O on 13 May 2019 in which it said it strongly recommended that she didn't transfer her DB pension schemes because of the guaranteed benefits she would be giving up. The letter went on to say that if she did still want to effect the transfer then it could help her do so that but it would need to treat her as an 'insistent client'. The letter included an options form and asked Ms O to tick the box on the form that was right for her.

This document set out two options, 1) *"Accept our recommendation"*, which was to leave all three pensions as they were, or 2) *"Disregard our recommendation and continue as an insistent client"*. The forms went on to set out the high-level benefits associated with the existing plans. Ms O was asked to tick a box to confirm she was aware of the benefits available from each scheme. She was also asked to confirm she had read and understood several risks associated with transferring her benefits. She was also asked to explain, in her own words, why she wanted to go ahead with the transfers against Portafina's advice.

Ms O signed the document on 27 May 2019 and ticked the box that said she understood Portafina's recommendation to leave her DB scheme pensions where they were but that she wanted to continue against its advice and release TFC of £35,723. Mrs O also ticked boxes acknowledging that she was giving up guaranteed benefits on her three schemes.

A suitability report was issued on 5 June 2019. The covering letter explained that Portafina had already recommended Ms O did not transfer her pension, but as she had chosen to disregard that advice and proceed as an insistent client and ignore that advice, Portafina was recommending she transfer her DB schemes and AVC to a SIPP and receive maximum TFC of just over £35,000. Portafina charged Ms O £8,702.13 for the advice, which it deducted from the residual fund. In addition, the SIPP was expected to carry an annual management charge of 0.43% and an administration fee of £75 for taking benefits. A further fund charge also applied. The letter also asked that if Ms O agreed with its recommendation then she should sign the enclosed forms.

Ms O signed the transfer forms in August 2019 and the transfer took place shortly after.

Ms O, through her representative, complained to Portafina in October 2020. Ms O said it was her intention to access her TFC and it was for this reason alone that she was interested in transferring her pension. But she said she didn't want to access TFC to the detriment of her retirement fund. Ms O also said that Portafina should've provided her with alternative ways to access cash to achieve her objectives but she didn't recall any such discussion ever happening.

Ms O also said the transfer of her DB schemes hadn't been in her best interests. She said she had received negligent advice from Portafina and had suffered a financial loss as a consequence. Ms O also said that her DB schemes were her only retirement assets and that she had no assets of her own to fall back on if the investment performance of the SIPP was poor. Ms O said the schemes had guaranteed benefits which she had now lost. And she said the critical yield the transferred funds needed to reach was unattainable. Ms O said she wanted to be put back in the position she had been in but for the poor advice she'd received.

Portafina looked into Ms O's complaint, issuing its final response in June 2021. Having done so it didn't think it had done anything wrong. It said it had clearly communicated to Ms O that it wasn't in her best interests to proceed with the transaction. And it said it had made her aware of the guaranteed benefits she was giving up. Portafina said it had followed the correct regulatory procedures and had provided Ms O with all the information she needed to make an informed decision but that she had wished to proceed as an insistent client.

Unhappy with Portafina's response to her complaint, Ms O referred her complaint to our service in June 2021. Our investigator looked into the complaint and recommended it was

upheld. He thought that Ms O couldn't be said to be a true insistent client. He said he didn't consider that Portafina had made any real effort to persuade Ms O to retain her benefits or to properly consider any alternative means to meet her objectives. Our investigator recommended that Portafina pay compensation to Ms O.

Portafina disagreed with our investigator's findings stating that it had complied with all the regulator's requirements for the insistent client process and that it was satisfied that Ms O understood the risk she was taking by proceeding.

Our investigator wasn't persuaded to change his mind so the complaint was referred to me to make a final decision.

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.

When considering what is fair and reasonable, I am required to take into account relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

Having done so, I've decided to uphold the complaint for largely the same reasons given by the investigator.

The regulator, the Financial Conduct Authority ('FCA'), states in its Conduct of Business Sourcebook ('COBS') that the starting assumption for a transfer from a DB scheme is that it is unsuitable. So, Portafina should have only considered a transfer if it could clearly demonstrate that the transfer was in Ms O's best interests (COBS 19.1.6).

Since 2018, COBS 9.5A includes additional guidance on insistent clients. It sets out three key steps for advisers to take.

- 1) Where a firm proceeds to execute a transaction for an insistent client which is not in accordance with the personal recommendation given by the firm, the firm should communicate to the insistent client, in a way which is clear, fair and not misleading, and having regard to the information needs of the insistent client so that the client is able to understand, the information set out in (2).
- 2) The information which the firm should communicate to the insistent client is:
 - a) that the firm has not recommended the transaction and that it will not be in accordance with the firm's personal recommendation;
 - b) the reasons why the transaction will not be in accordance with the firm's personal recommendation;
 - c) the risks of the transaction proposed by the insistent client; and
 - d) the reasons why the firm did not recommend that transaction to the client.

Acknowledgement from the insistent client - COBS 9.5A.4

(1) The firm should obtain from the insistent client an acknowledgement that:

- (i) the transaction is not in accordance with the firm's personal recommendation; and
- (ii) the transaction is being carried out at the request of the client.

(2) Where possible, the acknowledgment should be in the client's own words.

Portafina says that it provided suitable advice and acted in Ms O's best interests. It says that it followed the correct insistent client process. Ms O says Portafina's advice was negligent and she's suffered a loss as a result.

Having carefully considered all of the evidence presented, I think there were weaknesses and failings in Portafina's advice process, which meant it didn't act in Ms O's best interests. And I think Ms O likely understood, or believed overall, that Portafina was recommending she should go ahead with the transfer.

I say this because on 13 May 2019 following the telephone discussion Portafina had earlier the same month with Ms O about her pension options, it sent her what I think can only be described as a brief letter with the outcome of its advice. It said that it strongly recommended she did not proceed with the transfer for the following reasons:

- because of the growth rate required to match Ms O's guaranteed benefits from her DB schemes;
- because her schemes were a significant proportion of her retirement provision;
- because she would lose her state benefits;
- because it didn't think her stated objectives justified the transfer; and
- because she'd be giving up those guaranteed benefits.

But despite setting these reasons out, I don't think Portafina clearly set out the risks associated with the transfer in the letter. I think it could've done more to emphasise the impact on her retirement income. There was also no discussion of any alternative means of meeting Ms O's objectives. And while Portafina later sent a more detailed suitability report, which I will refer to later on, at this stage Ms O had less information to go off to decide if being an insistent client was truly in her best interests.

And at the end of the letter Portafina told Ms O she had a number of options which were described in the enclosed 'options form' which it asked her to complete and return. It also said that if she decided to proceed against its advice then she should complete the enclosed insistent client declaration form. The options form set out two options, 1) "*Accept our recommendation*", which was to leave all three pensions as they were, or 2) "*Disregard our recommendation and continue as an insistent client*". The forms went on to set out the high-level benefits associated with the existing plans. Ms O was asked to tick a box to confirm she was aware of the benefits available from each scheme. And she was also asked to explain, in her own words, why she wanted to go ahead with the transfers against Portafina's advice. Ms O signed the forms on 27 May 2019.

The options form was sent to Ms O after the fact-find phone call which, I note, wasn't carried out by a financial adviser. And Portafina asked her to complete the forms – thereby making a decision about whether to disregard Portafina's advice based solely on the information in the letter and form alone – before it issued her with its suitability report. I think that, on the face of it, the forms and the letter appear to conform with the regulator's regulations I've set out above. But I've thought about whether Portafina genuinely acted within the spirit of the regulations and communicated with Ms O in a way that was fair, clear and not misleading taking into account her information needs; and I'm not persuaded that it did.

I say that because the evidence I've seen indicates that Ms O didn't fully understand, at the time she was being asked to sign the two forms, the advice she was being given. Looking at what she wrote on the options form under the section entitled, '*in your own words*' Ms O focusses on increasing her working hours. She also says that although she would lose her tax credits and state benefits her circumstances had changed since she's spoken to

Portafina (presumably during the fact find call) – but she doesn't say how. She finishes by saying that she will be putting some money into an ISA so this will all benefit her and the risks are now much lower.

I don't think what Ms O has written demonstrates that she understood the information she'd been given at that point. That she intends to increase her working hours, lose her state benefits and take out an ISA can't reasonably be said to demonstrate that she understood what she was giving up, that it wasn't in accordance with Portafina's recommendation and was being carried out because she was insisting on it. And I can't see that her comment about her circumstances changing led to any review by Portafina of the advice it had given her. In summary, there was nothing she said on the form which can reasonably be said to show Ms O understood the risks associated with the transfer or why she thought she'd be better off by transferring out of her schemes.

And that can be said to carry through to the call between Portafina and Ms O that took place between the signing of the form on 27 May 2019 and the date of the suitability report (5 June 2019). It seems to me that the purpose of the call was for Portafina to validate Ms O's understanding of the seriousness of the decision she was making. The call, like the fact find call, wasn't undertaken by a financial adviser. It confirmed that her choice meant she could access £35,000 but when Ms O was asked why it had been recommended that she didn't transfer she said, *"well...because there wasn't another pension scheme to start off with"*.

Ms O then went on in the call to mention tax credits and indicated that she thought getting a full-time job mitigated the risk of what she was doing with her pensions in some way. Ms O confirmed that she understood she'd be giving up benefits and, with prompting, agreed she was giving up guaranteed benefits.

I don't think the phone call demonstrates either that Ms O understood the risks associated with the transfer or why the transfer itself wasn't in her best interests. And I can't see that Portafina made any real effort to ensure Ms O fully understood the message it was giving her as it was required to under the regulations. I think Portafina missed the opportunity here to drive home why the adviser was recommending she didn't transfer out of her schemes, namely because it would jeopardise her retirement income and her reasons for transferring out weren't good enough. Instead, the call focussed on the loss of guarantees, rather than what that meant for her retirement.

And crucially, as I indicated earlier on, she hadn't yet received Portafina's full suitability report and had time to read and digest it before having to decide if he wanted to go ahead anyway. So I'm not persuaded Ms O was able to make an informed choice here.

It was only after receiving Ms O's confirmation that she wanted to proceed with the transfer that Portafina sent her its full suitability report. And while this repeated the recommendation not to transfer out of the DB schemes, it was followed by a positive recommendation, advising Ms O to transfer her benefits to facilitate access to his tax-free cash. And this was all set out under a heading titled *'Our recommendation'*.

I think if Portafina firmly believed in its advice and recommendation, and it was acting in Ms O's best interests, it could have made greater effort to make sure Ms O understood what she was giving up and when she gave the answers she did (on the form and during the phone call), where it is clear she didn't understand, it could have declined to execute the transfer for her. It wasn't obliged to continue with the transfer of Ms O's DB schemes. Instead it proceeded to effect the transfer in a situation where, I think it can reasonably be said, its client demonstrated she didn't fully understand what she was agreeing to.

I think it ought to have been clear to Portafina that Ms O had little knowledge or experience of financial matters based on the information available at the time of the advice. For example there's nothing recorded on the assets section of the fact-find to suggest Ms O was an experienced investor – in fact it appears she was completely inexperienced. It is documented that Ms O didn't even have a mortgage. I'm mindful too that Portafina noted Ms O's attitude to risk in the suitability report as being 'moderately cautious'. But I've not seen any risk profiling questionnaire underpinning that assessment. So I don't know why Ms O is noted as being moderately cautious. But, as Portafina thought this was the case I think it should have been on notice that it had to be very careful if it was to take Ms O through the insistent client route.

In order to fulfil the regulator's requirements under COBS 9.2, Portafina needed to give Ms O advice on the overall suitability of the transaction envisaged, that is the transfer and the choice of pension and investment. Instead, it first gave Ms O advice on the advice to transfer, and only considered the suitability of the proposed alternative in the full suitability report *after* securing her confirmation to proceed on an insistent client basis.

By recommending that Ms O transfer her benefits to a particular scheme, not only did this undermine the recommendation not to transfer, I think Portafina has effectively given her a recommendation to transfer out of her DB schemes. If Portafina didn't think that transferring out of the DB scheme to a personal pension arrangement was in Ms O's best interests, it needed to ensure that it gave clear advice that the *whole* of the transaction was unsuitable for her. In my view it shouldn't have separated out the elements. For this reason, I think on receipt of the full suitability report Ms O could have believed that Portafina approved of her decided course of action.

Ms O's objective for accessing her pension early was to enable her to access the available TFC of almost £36,000 in order to buy a £3,000 funeral plan, buy a £2,000 car for one of her children and help her other child financially to the tune of £2,000. So, she said, she only needed immediate access to £11,000. The balance of almost £29,000 was to be used to create an 'emergency fund'. But to achieve these objectives Ms O had to give up almost 50% of her monthly income (the state benefit element) which, according to the outgoings noted on the fact find, she could ill afford to do.

The fact find notes that Ms O had a monthly income of £1,213 (which included £573 of state benefits and tax credits) and monthly expenditure of £1,213. And whilst it also notes on the fact-find that Ms O understood that taking the TFC would mean she stood to lose the state financial help she received there is no exploration of how Ms O was to plug the huge income gap the transfer of her DB schemes would leave her with. Whilst Ms O told Portafina she was going to increase her working hours (which would obviously mean an increase in pay) there is no evidence as to how much more pay she could or would expect and if it would be enough to cover the loss of her state help. So whilst it isn't documented that Ms O intended to use the 'emergency fund' to make up her monthly expenditure, and indeed during the phone call she had with Portafina indicated that she wouldn't be living off it, it isn't clear to me how else she was supposed to live if her plans to increase her working hours didn't transpire.

I'm sure that being able to gift both her children £2,000 and to arrange a funeral plan would have seemed attractive to Ms O, but I cannot agree that it was suitable to advise her to transfer her DB scheme in order to access what would have been a relatively small proportion of the TFC or that it was in Ms O's best interests to do so. And whilst it is always good advice to put aside a sum of money for emergencies, taking money from a tax-efficient,

guaranteed, inflation protected environment to hold it in cash seems to be a poor decision and one which Portafina should have fully challenged.

Portafina failed to fully explore Ms O's financial situation and failed to understand the pressing nature of why she needed to give each of her children a modest lump sum, or whether this could wait until she retired and had access to TFC at that point in order to do so. Similarly with Ms O's need to purchase a funeral plan and have an emergency fund. I can't see there was any meaningful discussion about alternative means of arranging for such a plan or fund to be set up. Or to waiting until she could afford to do so. Ms O said she had researched insurance policies (according to the fact find) but just wanted the lump sum. The discussion seems to have gone no further than that.

If Ms O genuinely could not wait to access some of her TFC, I think Portafina ought to have explored taking benefits from just one or more of the schemes early. By the time Ms O transferred she was able to access her benefits – this would've provided her with sufficient TFC to meet her stated need to access £11,000 and the extra income she would be in receipt of could've gone towards building her emergency fund. This would've put Ms O on stronger ground financially and meant that she kept her guaranteed pension benefits. Alternatively she could've transferred the smaller DB scheme and AVC – which equated to around £25,000. She could've taken TFC of around £6,000 and drawn down a further taxable lump sum to meet her needs.

I don't necessarily think that what I've set out above is what Ms O would have done if suitable advice had been given. Instead I am seeking to demonstrate that there were alternative ways of Ms O meeting her needs, none of which were explored by Portafina. Ultimately I don't think that any of Ms O's needs were so pressing that she would've insisted on transferring her pensions to a SIPP had she properly understood the impact on her retirement.

Portafina had to act with due care and skill and in Ms O's best interests. And by not seeking to properly understand her financial situation, and specifically her income needs, I'm not persuaded it can be said to have been acting in Ms O's best interests. Furthermore, Portafina's failure to explore alternative options with Ms O meant that, in reality, I think she believed she could only meet her needs by transferring all of her schemes to a SIPP.

Ultimately I don't think Ms O was able to make an informed choice here – it seems to me that she most likely went ahead with the transfer as she believed it seemed like a good idea and this was the only way to meet her objectives. Portafina failed to properly understand Ms O's overall position and failed to recommend to her that it was in her best interests to do nothing or, if she genuinely needed access to some cash and this couldn't wait, to access benefits from one or more of her schemes instead. Furthermore, I think the way Portafina presented its recommendation to Ms O would've led her to believe it was giving her a positive recommendation to transfer out of the scheme. And I think this would've given Ms O the impression that Portafina agreed with her approach.

Portafina recommended that Ms O invest in three funds (5% in cash, 40% in one equity fund and 55% in another). As I'm upholding the complaint on the grounds that Ms O cannot be truly regarded as an insistent client therefore making the transfer out of her DB scheme unsuitable, it follows that I don't need to consider the suitability of the investment recommendation. This is because Ms O should have been advised to remain in the DB schemes and so the investments in the SIPP wouldn't have arisen if suitable advice had been given.

Overall, and on balance, given these failings, I don't think it would be reasonable for me to conclude the process Portafina followed meant that Ms O can truly be regarded as an insistent client - I think Portafina made it altogether too easy for her to agree that she was an insistent client. Portafina's overall communication with Ms O wasn't clear or fair. It didn't act in Ms O's best interests. And it failed to act with due care and skill.

I now need to consider if Portafina had followed the insistent client process correctly, whether Ms O would've still gone ahead. Portafina says that because Ms O used her own language and it followed the regulator's guidance to ensure she understood the insistent client process then that is evidence that she would've transferred her DB pension benefits early regardless of Portafina's involvement.

But I disagree. If Portafina had acted in Ms O's best interests, providing a recommendation on the suitability of the whole of the transaction envisaged at the outset, addressing Ms O's true objectives at the time and presenting alternative courses of action, explaining that she would most likely not be able to achieve her required retirement income if she transferred out, I don't think she would've insisted on going ahead with the transfer. As I've outlined above, I don't consider Ms O to be an experienced investor who possessed the requisite knowledge, skill or had the confidence to go against the advice and recommendation she was given. I think she relied solely on the advice and process Portafina employed.

So if things had happened as they should have, taking everything into account, I don't think it likely Ms O would have insisted on going ahead with the transfer.

In light of the above, I think Portafina should compensate Ms O for its failings using the regulator's defined benefits pension transfer redress methodology.

I can see the investigator also recommended an award of £250 for the distress and inconvenience the matter has caused Ms O. So I've also thought about whether it's fair to award compensation for distress and inconvenience. Such awards aren't intended to fine or punish Portafina but rather to recognise the emotional and practical impact its actions have had on Ms O. And taking everything into account, including that I consider Ms O is now at the age when her retirement provision is of greater importance to her, I think the unsuitable advice has caused her distress. So I think an award of £250 is fair in all the circumstances.

Putting things right

A fair and reasonable outcome would be for the business to put Ms O, as far as possible, into the position she would now be in but for Portafina's unsuitable advice. I consider Ms O would have most likely remained in her DB scheme if suitable advice had been given.

Portafina must therefore undertake a redress calculation in line with the regulator's pension review guidance as updated by the Financial Conduct Authority in its Finalised Guidance 17/9: Guidance for firms on how to calculate redress for unsuitable DB pension transfers.

For clarity, Ms O has not yet retired, and she has no plans to do so at present. So, compensation should be based on her normal retirement age of 65, as per the usual assumptions in the FCA's guidance.

This calculation should be carried out as at the date of my final decision and using the most recent financial assumptions at the date of that decision. In accordance with the regulator's expectations, this should be undertaken or submitted to an appropriate provider promptly following receipt of notification of Ms O's acceptance of the decision.

Portafina may wish to contact the Department for Work and Pensions (DWP) to obtain Ms O's contribution history to the State Earnings Related Pension Scheme (SERPS or S2P). These details should then be used to include a 'SERPS adjustment' in the calculation, which will take into account the impact of leaving the occupational scheme on Ms O's SERPS/S2P entitlement.

If the redress calculation demonstrates a loss, the compensation should if possible be paid into Ms O's pension plan. The payment should allow for the effect of charges and any available tax relief. The compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.

If a payment into the pension isn't possible or has protection or allowance implications, it should be paid directly to Ms O as a lump sum after making a notional deduction to allow for income tax that would otherwise have been paid. Typically, 25% of the loss could have been taken as tax-free cash and 75% would have been taxed according to his/her/their likely income tax rate in retirement - presumed to be 20%. So making a notional deduction of 15% overall from the loss adequately reflects this.

The payment resulting from all the steps above is the 'compensation amount'. This amount must where possible be paid to Ms O within 90 days of the date Portafina receives notification of her acceptance of my final decision. Further interest must be added to the compensation amount at the rate of 8% per year simple from the date of my final decision to the date of settlement for any time, in excess of 90 days, that it takes Portafina to pay Ms O.

It's possible that data gathering for a SERPS adjustment may mean that the actual time taken to settle goes beyond the 90 day period allowed for settlement above - and so any period of time where the only outstanding item required to undertake the calculation is data from DWP may be added to the 90 day period in which interest won't apply.

Where I uphold a complaint, I can award fair compensation of up to £160,000, plus any interest and/or costs that I consider are appropriate. Where I consider that fair compensation requires payment of an amount that might exceed £160,000, I may recommend that the business pays the balance.

My final decision

Determination and money award: I uphold this complaint and require Portafina Investment Management Ltd to pay Ms O the compensation amount as set out in the steps above, up to a maximum of £160,000.

Where the compensation amount does not exceed £160,000, I would additionally require Portafina to pay Ms O any interest on that amount in full, as set out above.

Where the compensation amount already exceeds £160,000, I would only require Portafina to pay Ms O any interest as set out above on the sum of £160,000.

Portafina should also pay Ms O compensation of £250 for the distress and inconvenience its unsuitable advice caused her.

Recommendation: If the compensation amount exceeds £160,000, I also recommend that Portafina pays Ms O the balance. I would additionally recommend any interest calculated as set out above on this balance to be paid to Ms O.

If Ms O accepts this decision, the money award becomes binding on Portafina.

My recommendation would not be binding. Further, it's unlikely that Ms O can accept my decision and go to court to ask for the balance. Ms O may want to consider getting independent legal advice before deciding whether to accept any final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 16 September 2022.

Claire Woollerson
Ombudsman