

The complaint

Mr H complains about the advice given by Burfield Financial Planning Limited ('BFPL') to transfer the benefits from his defined-benefit ('DB') occupational pension scheme to a personal pension. He says the advice was unsuitable for him and believes this has caused a financial loss.

Mr H is being represented by a third party but for ease of reading this decision I'll largely refer to representations as being made by Mr H.

What happened

Mr H approached BFPL in early 2016 to discuss his DB scheme pension. Parts of the DB scheme were under assessment for potential entry into the Pension Protection Fund ('PPF'). Mr H was interested in knowing what his options were and says he was referred to BFPL by a colleague. Mr H completed an authority giving BFPL permission to gather information about his scheme.

BFPL completed a fact-find to gather information about Mr H's circumstances and objectives. It recorded that he was 58, married, in good health and had two non-dependent children. He was employed full time. He and his wife owned their home but had an outstanding interest only mortgage of approximately £90,000. He said that his plan for clearing this mortgage was to downsize when he retired. Mr H had no other outstanding debts and had savings totalling approximately £13,000.

Mr H was interested in looking into his options as he understood, from information received as a result of the ongoing consultation, if the pension remained where it was or transferred to the PPF, he potentially couldn't access it until age 65. He said he intended to work for at least five more years and, if he felt he could, would continue to work until normal retirement age. But if he decided to, he may be interested in retiring early.

BFPL also carried out an assessment of Mr H's attitude to risk ('ATR'), which it deemed to be 'cautious'.

Due to the ongoing assessment of the DB scheme the scheme administrators declined initially to provide a cash equivalent transfer value ('CETV') for Mr H's pension benefits. This was eventually provided in April 2017, when the assessment was concluded, and was confirmed to be £261,188.

BFPL produced a transfer value analysis ('TVAS'). The report summarised that its purpose was to give an indication of the likelihood of being able to match or exceed the benefits provided by the DB scheme by transferring. This set out that at age 65, the normal scheme retirement age, Mr H was estimated to be entitled to a full pension of £12,198 per year or a tax free cash ('TFC') sum of £59,634 and a reduced annual pension of £8,945 under the DB scheme. The report included a calculation of the critical yield - the annual growth rate required of a new pension to allow Mr H to purchase equivalent benefits that would match the guaranteed benefits of his DB scheme at retirement. It said, for retiring at age 65, the critical yield was 11.88% if Mr H took a full pension or 9.06% if he were to take TFC and a reduced pension.

The TVAS also included a comparison to the benefits Mr H would likely be entitled to under the PPF. It estimated, if Mr H's pension moved to the PPF, at age 65 he could be entitled to a pension of £10,729.36 per year or TFC of £54,916.73 and a reduced annual pension of £8,285.47. It also said that the critical yield required of a new pension to match these benefits was 4.74% if Mr H took a full pension or 3.79% if he took TFC and a reduced pension.

On 5 May 2017, BFPL advised Mr H to transfer his pension benefits into a personal pension, take £5,000 tax free cash ('TFC') and invest the remainder into one of the provider's growth funds, commensurate with Mr H's ATR. The suitability report, in a section entitled 'my recommendation', said the reasons for this recommendation were;

- Mr H's main concern was to maximise the benefits payable to his wife and family on premature death and the transfer achieved this.
- Mr H wanted to protect the value of his fund as much as possible but at the same time achieve some growth. And this was achieved through aligning the investment to his ATR.
- The new arrangement provided greater control and flexibility when accessing benefits.
- The new plan also provided investment diversification which BFPL thought was appropriate.
- Mr H would now benefit from the ongoing support of a financial adviser.
- Mr H now had a pension he could transfer funds into.
- The transfer provided Mr H peace of mind as it had moved his benefits away from the uncertain environment of the DB scheme.

BFPL also explained that the TFC was released as Mr H had said he wanted to contribute this amount towards his daughter's wedding.

The transfer went ahead in line with the recommendation made. BFPL have provided Mr H with ongoing annual reviews of his pension arrangements – and it says Mr H has always been happy with these.

In 2021, Mr H's representatives complained to BFPL about the suitability of the transfer advice. In short, they said Mr H didn't have a need to transfer and BFPL had failed to properly identify his real aims, so they believed that the transfer was unsuitable. BFPL did not uphold the complaint and as a result it was referred to our service.

BFPL told our service that the suitability report was a catch all document that summarised many months of discussions. And its discussions with Mr H were more detailed than had been recorded. So, it felt the representative directly quoting extracts of the suitability report in the complaint did not truly reflect the situation. For example, it had recorded that death benefits had been a concern of Mr H's. But it said this was different to improving these being an objective and this wasn't the main reason it had advocated a transfer. BFPL said its wider knowledge of the circumstances – such as that it had recorded in other documents that despite being in good health Mr H confirmed he smoked and consumed more than the guideline weekly amount of alcohol – meant him thinking about and having concerns regarding death benefits was reasonable. BFPL said a key objective of Mr H's was to retire three years after the advice and use his pension to support his needs flexibly – with him being able to make changes when he began receiving his state pension. So overall it remained of the opinion that the advice was suitable.

One of our Investigator's considered the complaint. He thought that the complaint should be upheld and BFPL should pay compensation. He thought Mr H was always likely to receive benefits of a lower value than he would've done under the DB scheme as a result of the transfer. And he didn't think the other aims that had been discussed – flexibility, improving death benefits and transferring because of concerns over the stability of the DB scheme – were set in stone, in particular he didn't agree from the information available that Mr H had decided categorically he wanted to retire early. So, he didn't think these noted objectives meant transferring was suitable.

BFPL disagreed. It said the transfer had not been recommended on the basis of Mr H being better off as a result – although, as in the suitability report and its earlier responses to the complaint, it said it felt the critical yield was an inaccurate measure of this and didn't necessarily agree Mr H would be worse off. Rather it said the recommendation to transfer was based on a combination of objectives Mr H had discussed. It disagreed with the Investigator and said that Mr H had been very clear that he wanted to retire early – something that was reinforced in its annual review conversations. And it said therefore the flexibility provided by the transfer, coupled with it achieving other aims such as improving death benefits, meant that BFPL still felt it was appropriate.

BFPL asked for the matter to be reviewed by an Ombudsman. As a result, it 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.

Both parties have provided detailed arguments and a significant amount of documentation to consider. And I'd like to reassure both parties that I've carefully considered all the evidence provided. If I don't comment on or refer to everything I've been sent or that either party have said this isn't meant as a discourtesy or because I haven't thought about it. Rather, it is because my decision will address what I consider to be the key issues in deciding what is fair and reasonable.

I've taken into account relevant law and regulations, regulator's rules, guidance and standards and codes of practice, and what I consider to have been good industry practice at the time. This includes the Principles for Business (PRIN) and the Conduct of Business Sourcebook ('COBS'). And where the evidence is incomplete, inconclusive or contradictory, I reach my conclusions on the balance of probabilities – that is, what I think is more likely than not to have happened based on the available evidence and the wider surrounding circumstances.

The applicable rules, regulations and requirements

The below is not a comprehensive list of the rules and regulations which applied at the time of the advice, but provides useful context for my assessment of BFPL's actions here.

PRIN 6 : *A firm must pay due regard to the interests of its customers and treat them fairly.*

PRIN 7: *A firm must pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading.*

COBS 2.1.1R: *A firm must act honestly, fairly and professionally in accordance with the best interests of its client (the client's best interests rule).*

The provisions in COBS 9 which deal with the obligations when giving a personal recommendation and assessing suitability. And the provisions in COBS 19 which specifically relate to a DB pension transfer.

Having considered all of this and the evidence in this case, 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 COBS 19.1.16 that the starting assumption for a transfer from a DB scheme is that it is unsuitable. So, BFPL should have only considered a transfer if it could clearly demonstrate that the transfer was in Mr H's best interests. And having looked at all the evidence available, I'm not satisfied it was in his best interests.

Financial viability

BFPL has said that the transfer wasn't recommended on the basis Mr H would receive better retirement benefits in his new scheme, rather than the other attributes of the scheme were more important – such as flexibility. But whether or not Mr H would receive greater retirement benefits or not is in my view still an important consideration when looking at whether the transfer was in his best interests.

The advice was given during the period when the Financial Ombudsman Service was publishing 'discount rates' on our website for use in loss assessments where a complaint about a past pension transfer was being upheld. Whilst businesses weren't required to refer to these rates when giving advice on pension transfers, I consider they provide a useful indication of what growth rates would have been considered reasonably achievable when the advice was given in this case.

Mr H was 59 at the time the advice was given in the suitability report. As I summarised above, the critical yield required to match Mr H's benefits at age 65 was 11.88% if he took a full pension and 9.06% if he took TFC and a reduced pension. And the critical yield to match the benefits available through the PPF at age 65 was quoted as 4.74% per year if Mr H took a full pension and 3.79% per year if he took TFC and a reduced pension. This compares with the discount rate of 3.1% per year for 5 years to retirement in this case.

For further comparison the regulator's upper projection rate at the time was 8%, the middle projection rate 5%, and the lower projection rate 2%.

I've taken this into account, along with the composition of assets in the discount rate, Mr H's 'cautious' attitude to risk and also the term to retirement. There would be little point in Mr H giving up the guarantees available to him through his DB scheme only to achieve, at best, the same level of benefits outside the scheme. But here, given the lowest critical yield was 9.06%, I think Mr H was likely to receive benefits of a substantially lower overall value than the DB scheme at retirement, as a result of investing in line with that attitude to risk. And this would be the case even if the scheme moved to the PPF .

BFPL has said that Mr H was adamant he wanted to retire at age 62. I'll come back to this in more detail shortly. But I would just note the discount rate for retiring at age 62 was even lower, 2.7%. And, if it was the case as BFPL says that Mr H wanted to retire at 62, I'd have expected to see a comparison of the benefits available and critical yield required at age 62 carried out.

BFPL has said that critical yields for short terms to retirement are flawed and result in skewed calculations. And it has suggested that it doesn't think these are reliable. It made similar comments in the suitability report suggesting to Mr H that the system was flawed. The suitability report went on to say that the critical yields were, in BFPL's view, overstated by assumptions and that the 'real' critical yield was closer to 4-5%, which it considered reasonable.

I don't agree with BFPL on this point. And the FCA is clear that calculations must be made on this basis, and that these provide a valuable comparison for consumers. But in any event, even if the critical yield were in the region of 4-5%, which I don't agree it was, based on the discount rate, the regulator's projections, term to retirement and Mr H's age, this still wouldn't support that Mr H would receive greater benefits as a result of transferring.

So, from a financial viability point of view, a transfer out of the DB scheme wasn't in Mr H's best interests.

Of course, financial viability isn't the only consideration when giving transfer advice – and BFPL has said it wasn't a reason for the recommendation at all here. As I've said though, I think it is an important consideration when looking at whether the transfer was in Mr H's best interests. I have though considered the other reasons for transferring that BFPL have set out.

Flexibility and income needs

Mr H took a small portion of TFC, £5,000, at the point of transferring, to make a contribution to his daughter's wedding. BFPL has said that this wasn't a motivation for transferring or a reason for its recommendation and was just an option that became available to him. But for clarity and the avoidance of doubt, I don't think Mr H had a need to take this TFC. He had savings available that significantly exceeded the amount taken, which could've allowed him to meet the same objective.

In the initial conversation Mr H had with BFPL, which I've listened to a recording of, he said he intended to work for at least another five years and may continue to do so until state retirement age, depending on how he felt. But he might take the decision at some point to retire early.

BFPL has said in the contact that followed, prior to the suitability report, Mr H became adamant that he in fact intended to retire at age 62, three years after the advice – although recordings of those calls are unfortunately unavailable. But it has pointed to the fact that, in his annual reviews, Mr H mentioned having previously said he would look to retire at age 62.

As a result, BFPL says that the flexibility afforded to Mr H by transferring was needed. Both so that he could take his benefits early and so that he could vary the amount of income he drew from his pension to meet his income needs – taking more initially, then scaling this back when other retirement provisions, particularly state pension, came into effect. And so, it considers that the recommendation to transfer was suitable.

I've taken on board what BFPL has said. And I don't doubt that the option of early retirement was likely discussed again between the initial call and the recommendation being made. But I can't rule out that Mr H expressing a stronger preference for retiring early, if he did so, was as a result of this being a potential benefit of transferring being reiterated to him by BFPL. And I also note, in the first annual review call with Mr H he said he intended to work for at least another couple of years but that he may work longer as he would see how he felt. Indicating this objective was still flexible at that point.

Taking all of this into account, on balance I don't think Mr H had made a definitive decision about retiring early at the time of the advice. And so, I don't think he had a need for flexibility in his pension arrangements at that time. Had he later made a more definitive decision and opted to retire early; he could've revisited his options. But I don't think he needed flexibility, at the point of the advice. And so, I don't think making a recommendation that he transfer for this reason, which was an irreversible decision and, as I've already explained, was likely to result in him receiving benefits which were overall lower in value than those due under the DB scheme, was in his best interests.

BFPL has said that there was the distinct possibility that the DB scheme could've ended up being transferred to the PPF, which would've meant Mr H lost the option to make this choice in the future. But my understanding is that the part of the DB scheme Mr H's benefits was held under wasn't under assessment for potential entry to the PPF. Other parts of the DB scheme had been, and this had delayed the provision of CETV's to members in Mr H's part of the scheme. But his part of the scheme wasn't, as I understand it, under threat at that stage. So, I don't think a decision around transferring to obtain flexibility had to be made at that time.

I'm also not sure Mr H wanted control over his pension benefits – something BFPL said the flexibility provided by the new arrangement gave him. Mr H was not an experienced investor and I cannot see that he had an interest in or the knowledge to be able to manage his pension funds on their own. BFPL has said that Mr H recalled unprompted a lot of details about the pension, previous conversations and other financial information. So, it argues he was financially sophisticated. But I don't think him having a good recollection of discussions or understanding what BFPL told him, shows he was an experienced investor or had more pensions knowledge than the average consumer. Indeed, in several of the conversations I've listened to between Mr H and BFPL, he was clear that pensions weren't something he knew about or had thought about a great deal, prior to discussing his options here. And he also said to BFPL, in his first annual review, that after the transfer he hadn't looked at the performance of his pension at all. This is not to my mind indicative of somebody who had a genuine objective for control. And I think this was instead simply a consequence of transferring away from his DB scheme.

Death benefits

The suitability report said that death benefits were Mr H's major concern and a reason for the recommendation. But BFPL has said that these were not an objective and not a reason for the recommendation. But it feels the concern was reasonable and transferring addressed this.

The concern about maximising death benefits and the transfer achieving this was listed as the first bullet point in the 'my recommendation' section of the suitability report, immediately following the sentence "*I have recommended that you transfer your existing pension's benefits into a personal pension for the following reasons*". Based on this, I find it very difficult to agree with BFPL that this was not a reason for the recommendation. And I certainly think Mr H was likely to, reasonably, think this was a reason for the transfer having been recommended.

Death benefits are an emotive subject and of course when asked, most people would like their loved ones to be taken care of when they die. The lump sum death benefits on offer through a personal pension was likely an attractive feature to Mr H. But whilst I appreciate death benefits are important to consumers, and Mr H might have thought it was a good idea to transfer his DB scheme to a personal pension because of this, the priority here was to advise Mr H about what was best for his retirement provisions. A pension is primarily designed to provide income in retirement. And I don't think BFPL explored to what extent Mr H was prepared to accept a lower retirement income in exchange for higher death benefits.

I also think the existing death benefits attached to the DB scheme were underplayed somewhat. Mr H was married and so the spouse's pension provided by the DB scheme would've been useful to Mrs H if Mr H predeceased her. This benefit was guaranteed and it escalated – it was not dependent on investment performance, whereas the sum remaining on death in a personal pension was.

The CETV figure would no doubt have appeared attractive as a potential lump sum. But the sum remaining on death under the personal pension, as well as being dependent on investment performance, would've also been reduced by any income Mr H drew in his lifetime. Mr H was recorded as being in good health. BFPL has noted he also said he was a smoker and drank more than the weekly guideline amount of alcohol. So, it was reasonable to think that his life expectancy might be affected by this. But I don't think there was anything to suggest at the time that Mr H's life expectancy was likely to be less than would've took him to the point of drawing benefits. Or that he wasn't likely to draw benefits for a significant number of years. And BFPL's advice was based on Mr H having to draw larger amounts in the first few years of retirement. So, it seems that the pension fund was likely to be significantly depleted, even if Mr H passed away prior to his average life expectancy. So, it wouldn't have provided the same legacy.

In any event, BFPL should not have encouraged Mr H to prioritise the potential for higher death benefits through a personal pension over his security in retirement. And overall, I don't think different death benefits available through a transfer to a personal pension justified the likely decrease of retirement benefits for Mr H.

Concerns over financial stability of the DB scheme

It isn't disputed that when Mr H contacted BPFL, the PPF had been mentioned in relation to the DB scheme and that assessments of some parts of the scheme were ongoing. The conversations he had with BPFL also reflected him being worried about potentially losing 10% of his pension fund, if it were transferred to the PPF.

Again though, the part of the DB scheme under which Mr H's pension benefits were held wasn't, as I understand it, under PPF assessment. The scheme as a whole was underfunded. But I don't think the threat to Mr H's pension benefits was as immediate and concerning as Mr H might've initially thought.

Furthermore, if the scheme did end up moving to the PPF, I think BPFL should have explained that this was not as concerning as Mr H might've thought. The benefits he would've received, while reduced, were still guaranteed. And as I've explained above, Mr H was still unlikely to match, let alone exceed the benefits available to him through the PPF, if he transferred out to a personal pension.

Summary

I don't doubt that the flexibility, control and potential for higher death benefits on offer through a personal pension would have sounded like attractive features to Mr H. But BPFL wasn't there to just transact what Mr H might have thought he wanted. The adviser's role was to really understand what Mr H needed and recommend what was in his best interests.

Ultimately, I don't think the advice given to Mr H was suitable. He was giving up a guaranteed, risk-free and increasing income. By transferring, Mr H was very likely to obtain lower retirement benefits. And in my view, the other reasons BFPL has set out for the advice weren't essential, as it has indicated, and weren't compelling enough to justify a transfer and Mr H receiving lower overall benefits.

So, I think BFPL should've advised Mr H to remain in his DB scheme.

Of course, I have to consider whether Mr H would've gone ahead anyway, against BFPL's advice. And I've considered this carefully. But I'm not persuaded that Mr H would've insisted on transferring out of the DB scheme, against BFPL's advice. As I've explained previously, despite BFPL's arguments to the contrary, I'm satisfied that Mr H was an inexperienced investor. He had a cautious attitude to risk. And this pension accounted for the majority of Mr H's private retirement provisions and a significant portion of his overall provisions. So, if BFPL had provided him with clear advice against transferring out of the DB scheme, explaining why it wasn't in his best interests, I think he would've accepted that advice.

I'm not persuaded that Mr H's thoughts or concerns about his death benefits or the DB scheme were so great that he would've insisted on the transfer knowing that a professional adviser, whose expertise he had sought out, didn't think it was suitable for him or in his best interests at the time. I think BFPL's advice would've carried significant weight. And had it been clear about the value of the existing benefits, including the death benefits, and that the PPF was not as great a cause for concern as Mr H might've initially thought, so Mr H didn't need to risk his guaranteed pension, I don't think Mr H would have insisted on transferring out of the DB scheme.

In light of the above, I think BFPL should compensate Mr H for the unsuitable advice, using the regulator's defined benefits pension transfer redress methodology.

Putting things right

A fair and reasonable outcome would be for the business to put Mr H, as far as possible, into the position he would now be in but for BFPL's unsuitable advice. I consider Mr H would have most likely remained in his DB scheme if suitable advice had been given.

On 2 August 2022, the FCA launched a consultation on new DB transfer redress guidance and has set out its proposals in a consultation document - CP22/15-calculating redress for non-compliant pension transfer advice. The consultation closed on 27 September 2022 with any changes expected to be implemented in early 2023.

In this consultation, the FCA has said that it considers that the current redress methodology in Finalised Guidance (FG) 17/19 (Guidance for firms on how to calculate redress for unsuitable defined benefit pension transfers) remains appropriate and fundamental changes are not necessary. However, its review has identified some areas where the FCA considers it could improve or clarify the methodology to ensure it continues to provide appropriate redress.

The FCA has said that it expects firms to continue to calculate and offer compensation to their customers using the existing guidance in FG 17/9 whilst the consultation takes place. But until changes take effect firms should give customers the option of waiting for their compensation to be calculated in line with any new rules and guidance that may come into force after the consultation has concluded.

We've previously asked Mr H, via his representative, whether he preferred any redress to be calculated now in line with current guidance or wait for the any new guidance / rules to be published.

He has chosen not to wait for any new guidance to come into effect to settle his complaint.

I am satisfied that a calculation in line with FG17/9 remains appropriate and, if a loss is identified, will provide fair redress for Mr H.

BFPL 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, I understand Mr H has not yet retired. So, compensation should be based on his 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 Mr H's acceptance of the decision. And a copy of this calculation, in an easy to understand format, should be provided to Mr H and his representative.

BFPL may wish to contact the Department for Work and Pensions (DWP) to obtain Mr H'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 Mr H's SERPS/S2P entitlement.

If the redress calculation demonstrates a loss, the compensation should if possible be paid into Mr H'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 Mr H 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 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 Mr H within 90 days of the date BFPL receives notification of his 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 BFPL to pay Mr H.

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.

If the complaint hasn't been settled in full and final settlement by the time any new guidance or rules come into effect, I'd expect BFPL to carry out a calculation in line with the updated rules and/or guidance in any event

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 Burfield Financial Planning Limited to pay Mr H the compensation amount as set out in the steps above, up to a maximum of £160,000.

The calculation of the compensation amount should be shared with Mr H and his representatives.

Where the compensation amount does not exceed £160,000, I would additionally require Burfield Financial Planning Limited to pay Mr H any interest on that amount in full, as set out above.

Where the compensation amount already exceeds £160,000, I would only require Burfield Financial Planning Limited to pay Mr H any interest as set out above on the sum of £160,000.

Recommendation: If the compensation amount exceeds £160,000, I also recommend that Burfield Financial Planning Limited pays Mr H the balance. I would additionally recommend any interest calculated as set out above on this balance to be paid to Mr H.

If Mr H accepts this decision, the money award becomes binding on Burfield Financial Planning Limited.

My recommendation would not be binding. Further, it's unlikely that Mr H can accept my decision and go to court to ask for the balance. Mr H 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 Mr H to accept or reject my decision before 14 November 2022.

Ben Stoker
Ombudsman