DRN-3568112

The complaint

Mr O complains about Standard Life Assurance Limited's (Standard Life) role in the delay to the transfer of his self-invested personal pension (SIPP) to a new platform. He says the delay meant his fund dropped by over £100,000 for which he would like to be reimbursed.

What happened

Because Mr O has made complaints about the main three parties involved here I've decided to refer to them all by name at various points in each complaint to better explain the sequence of events. This decision is solely to provide an outcome for the complaint against Standard Life.

Mr O had held an existing SIPP with Standard Life since 2015, although he'd held a personal pension with it since 1984. Mr O had become disappointed with the SIPP's performance and so in early 2020 he met with Magus to discuss his retirement planning options – which were summarised in a report issued to Mr O on 31 January 2020. Magus recommended that Mr O transferred his existing SIPP to a new pension platform and invested in its own model portfolio containing 60% equities and 40% fixed interest investments – which Mr O accepted.

So on 5 February 2020 Magus submitted Mr O's transfer request to the new platform. An accompanying covering letter said "*It is my wish to transfer my pension fund held within the above numbered SIPP to (the new platform). Please could you therefore authorise Aberdeen Standard Capital to sell down all of the conventional return portfolio to cash to be returned to yourselves in anticipation of the transfer. Please can all of the target return portfolio also be sold down, wherever possible, and the cash retuned to yourselves."* The letter also requested that a suspended fund within the SIPP be re-registered to the new platform and that any queries should be directed to Magus.

On 10 February a transfer request "pack" was sent to Standard Life by the new platform and this was acknowledged as being received on 13 February 2020. At this time the SIPP was valued at £913,440.

Standard Life says the new platform wanted the "SEDOL" codes of each fund to be included in a valuation which was to be returned to the platform. So, on 28 February 2020 Standard Life requested this information from the fund manager, Aberdeen Standard Capital (ASC), which was provided on 2 March 2020.

Because Mr O had now discovered that the transfer hadn't taken place he asked Magus to chase up matters and following a direct progress update request to ASAC, it was confirmed that the funds could now be sold.
But ASC required further confirmation from Magus that the transfer should proceed, as the value of the SIPP had fallen to £843,574.55. Magus wasn't prepared to provide that confirmation.

By 23 March 2020 Magus said its position "*remained unchanged"* from the time of its original request and it was agreed that the SIPP funds would be sold. By 1 April 2020 the funds had mainly been realised to a total of £789,492.43. Further cash from sales was received during

the following week. An application was then made to purchase the new funds which completed on 15 April 2020 when the in-specie part of the transfer began. This completed on 29 April 2020 and by 21 May 2020 the remaining funds were transferred, and the SIPP was closed – with a final transfer value of £803,264.75.

But as Mr O had expected the transfer to complete by the original *proposed* date of 13 February 2020 – when his plan was valued at £913,440, he calculated that he'd lost over £110,000 and complained to his adviser who then complained to the other two parties involved.

Standard Life said it had noted Mr O's instruction to sell but had acted on the new platform's request for further information because its usual process was to first ensure there were no other assets that couldn't be sold due to being suspended or in a non-tradeable position. It said it followed its process by contacting ASC in this case but before the request was completed Magus had contacted ASC directly and the matter progressed between those two parties – so Standard Life couldn't be held responsible for any delays during that time.

Mr O believed he had lost out financially because of the delay through no fault of his own so he brought complaints about all the parties involved to us.

One of our investigators looked into the matter relating to Standard Life and said this wasn't a complaint we should uphold. She said that Standard Life had caused one or two delays, both in the time it took to act upon Mr O's initial request and when it forwarded the request to ASC. But as she had been provided with a calculation that showed Mr O's SIPP would be worth over £13,000 less today if the transfer had occurred on 13 February 2020, she decided Mr O had gained from the delay and it would be unfair to revise his position so that he was now worse off financially.

Mr O didn't agree. He said there was no correlation between the original SIPP funds and the new ones – so he didn't think it was fair to add a value to the funds after the transfer had occurred. He remained of the view that the amount of funds transferred was over £110,000 less than should have been transferred and that would have been the basis on which to calculate the growth on the new funds.

The investigator remained of the view that Mr O hadn't suffered a loss. Mr O then asked for his complaint to be referred to an ombudsman – so it was passed to me to review.

My provisional decision

I issued a provisional decision on the matter on 31 May 2022. In that decision I said Mr O's complaint should be upheld. In summary, I made the following points in support of my decision:

- The main part of Mr O's complaint was that he said his instruction to sell most of the assets in his SIPP was quite clear in his covering letter of 5 February 2020. He thought the request to encash should have been carried out as soon as it was received by Standard Life.
- I thought the matter was finely balanced and so I first looked at the terms and conditions of the SIPP. But this wasn't clear on the matter. So I went on to look at the transfer request pack including the letter from Mr O which instructed the sale of his assets.
- I could understand why Standard Life arranged to get the information the new platform provider requested about the funds in the SIPP, but I thought this applied to the in specie transfer request – not to Mr O's request to encash the majority of his assets.

- I didn't think it was logical to require that information for funds that were to be sold, so I thought Standard Life ought to have started the process of arranging for those funds to be sold at the earliest opportunity after it received the instruction.
- I was conscious of Standard Life's service standards and hadn't seen any reason why it should have fast tracked the request. So I thought it was reasonable for Standard Life to have made the request to sell by 27 February 2020.
- But thereafter Standard Life wasn't involved in the selling process, so I didn't think it was responsible for any later delays in encashing Mr O's assets.
- I said Standard Life should calculate the position Mr O would have been in had the overall transaction happened 25 days earlier – but I said Standard Life was only responsible for 12 days of any delay in selling the assets and should allow for that in the calculation.

The following is taken directly from the relevant section within the provisional decision:

"The transfer request

On 5 February 2020 Magus sent a transfer request to the new platform with a covering letter from Mr O, which said that "It is my wish to transfer my pension fund held within the above numbered SIPP to (the new platform). Please could you therefore authorise Aberdeen Standard Capital to sell down all of the conventional return portfolio to cash to be returned to yourselves in anticipation of the transfer".

I've seen a copy of this letter which the new platform sent to Standard Life – and was acknowledged as being received on 13 February 2020, along with a copy of the transfer request. This constituted the "pack" which has previously been referred to.

And the crux of this complaint is that Magus and Mr O have said that when the request was received by Standard Life the saleable assets should have been sold to cash immediately as its instructions were quite clear. Whereas Standard Life has said that the new platform requested further information about the assets and it simply followed its usual process and rules around transfers before selling the funds and processing the transfer – which did include some re registration of certain funds.

I think this matter – which is central to the complaint – is extremely finely balanced. So in the first instance I've looked carefully at Standard Life's terms and conditions for its SIPP's. But I'm not persuaded that this matter is covered clearly, and while there is reference to buying and selling of funds and to transfers, I haven't seen anything which specifically relates to this matter because the only reference I've found to this kind of situation says, "we do however need time to make sure that we comply with the requirements on transfers in the rules. And we can't make a transfer until we've sold the assets that we need to sell to provide the transfer payments." This would only imply that assets need to be sold before transferring but there's no suggestion that further checks about saleability would need to be made first.

So I've gone on to look at the information the new platform sent to Standard Life as part of the transfer request pack. The first page of the letter from the platform does state, "please find attached a request to transfer the above client's personal pension from you to (the new platform). Before processing the transfer request please arrange for a valuation with ISN/SEDOL codes to be sent to the following address…" So I can understand why Standard Life would have arranged for that information to be obtained. It then had to contact ASC who managed the SIPP, to get the SEDOL codes before it began the transfer process.

But the letter only refers to the transfer request and I can understand that it would be logical to confirm that the funds which weren't to be sold were acceptable to the new platform and also to get an idea of the total transfer value to compare with Mr O's idea of a valuation. However, there would be no logical reason for the platform to require the codes of the assets that had been sold to cash as it wouldn't have needed to determine if they were acceptable as investments.

So it would seem to me that Mr O's specific request to sell all of one of his portfolios and everything that it was possible to sell in the other portfolio should have been carried out by Standard Life. If there was a problem in selling any of the funds this would have become apparent during the sales process when Standard Life could then have made Mr O aware of such problems. And I think Standard Life could have questioned, either with the new platform or Magus, whether it should sell or obtain the information for the transfer first when it received the request, if it was unsure what it should do.

After all Standard Life says it did note Mr O's personal request and I don't think it's SIPP terms and conditions are sufficiently clear on this matter for Standard Life to say that there was only one course of action it could take.

But I think Mr O's request was clear and I haven't seen anything in the new platform's transfer request which overrode it. I think Standard Life's should have begun the process for selling the portfolios as far as possible with perhaps a check with the platform beforehand to confirm the validity of Mr O's covering letter requesting encashment.

So I think it's arguable that Standard Life should have taken the appropriate steps towards Mr O's assets being sold - as far as possible - at an earlier point. But I'm also conscious of Standard Life's service standard to deal with such requests of ten working days, which it exceeded here by one day. At this point in time, the market turmoil created by the emerging nature of the pandemic hadn't begun, and so I don't think it would be reasonable to expect Standard Life to fast track such a request for any "time sensitive" reason. And arguably, once financial markets had begun to drop sharply later in February 2020, the number of disinvestment requests it might have been facing, along with other logistical issues faced by large providers at that time, would mean that it would be unfair to have expected it to routinely exceed its service standard.

And so I don't think I can fairly and reasonably hold Standard Life at fault for the time it initially took to deal with Mr O's transfer request.

There is, however, then the matter of Standard Life's actions from that point onwards. And I have concerns relating to the amount of time it took to instruct the selling down of those investments which weren't to be transferred "in specie". As far as I can tell, this didn't happen until 10 March 2020. And I've been unable to identify any reasonable justification for this. And so, I think it would be fair and reasonable to hold Standard Life responsible for any losses incurred by that particular delay period.

I've noted that, during the time this complaint has been investigated, Magus decided to look at Mr O's position had the sale of the assets within the SIPP been completed on 13 February 2020 – which was a date that Mr O had put forward as having been "proposed" as a transfer date. It concluded that Mr O was better off as a result of the delay and said he hadn't suffered a financial loss. I've addressed that particular issue in the complaint against that business. but I think it's also worth summarising that particular finding, on the basis of the transfer having been actioned earlier, in this decision as well.

The calculation to determine any loss

Looking at the calculation supplied by Magus, on which it had based its decision that Mr O hadn't suffered a financial loss, I wasn't persuaded that it was carried out in line with the method we would have recommended. Magus had calculated that, as of 8 July 2020 – the date that it carried out the calculation - Mr O's SIPP was worth over £13,000 more than if it had been encashed and invested without delay and according to the transfer request.

So I asked for further calculations from Magus but also from the platform involved as I thought it had the ability to be able to provide notional figures of what should have happened if there hadn't been a delay.

Mr O was provided with a copy of these calculations, but he didn't accept them. He said it wasn't possible to combine "actual" and "theoretical" values because the original fund no longer existed and there was no correlation between that fund and the one that he transferred to.

He said that the fund that was eventually transferred in May 2020 had already fallen by £110,175.25 as a result of the delay – which he thought was an "undisputed loss" which he should be compensated for.

But I think it would be sensible for me to try to explain what the calculation is trying to demonstrate in an effort to show Mr O that, while he has indeed suffered delays over the transfer of his SIPP – for which he wasn't in any way responsible in my view – the ultimate outcome is that, based on the dates that were used for the calculation, he fortuitously benefitted financially from those delays. I recognise this might be difficult to accept, given the fairly obvious notion of the clear drop in the value of the fund from March to May 2020 – but I think the timing of the request, with the apparent volatility in the market because of a global pandemic that was evolving at that time, might at least offer some explanation for what happened to the funds here.

Mr O has said, on a number of occasions, that he is happy with his new funds and doesn't want them "mingled" with the previous funds and shouldn't be part of this complaint. But it's not clear to me what he means by this. Mr O had lost faith in the original Standard Life funds he held and that's why he wanted to transfer. By remaining in those funds for around three months longer than he anticipated and wanted I can understand why Mr O would be frustrated by that. And indeed, his frustration is at least superficially borne out by the fact that the value of his SIPP, invested into those funds, fell by over £100,000 in those three months.

But that's been taken into account within the calculation which provided an actual value of the fund, as of 8 July 2020, based on investment in those funds until May 2020 and then investment into the new funds thereafter. This was then compared with the position Mr O would be in now had investment been made into the new funds on 13 February 2020 – which is wanted Mr O wanted to happen.

Putting it as simply as I can, the replacement funds within the new platform wouldn't have been immune from the market losses which afflicted his existing funds, especially when 60% of the new investment portfolio was to be invested in equities. The only way by which Mr O could have entirely insulated his pension funds from the falls in financial markets would have been to switch into cash and remain in cash until the market had "bottomed". But this isn't what any party is saying should have happened here, and the evidence doesn't support the position that this was Mr O's intent.

So the transfer into the new platform should arguably have happened faster, but this would have largely switched him from one type of portfolio which would be affected by losses in financial markets at the time to another which would have experienced something similar.

And this is a reasonable explanation as to why the comparison demonstrated that investment according to Mr O's request and at the earliest opportunity would have provided him with a smaller fund than that he ended up with following the delayed transfer. In essence, those replacement pension funds would also have been affected by the declines in financial markets and, by remaining in his existing pension funds for longer, that negative effect was somewhat mitigated.

But while I'm satisfied with the information that was input to carry out the calculations that have been provided, I don't consider now, having looked at all the evidence in more detail, that the dates that were used were consistent with what I think should have happened here.

So, in order to ensure that any delays caused by Standard Life are accurately reflected in the timeline I believe should have been followed, I've set out below a sequence of events as I see them and to provide Standard Life with a method to follow to carry out a definitive calculation of any potential financial loss.

- *On 13 February 2020 Standard Life acknowledged that it received Mr O's request. Mr O said this was the "proposed" sale date, but I don't think that would have been possible given that Standard Life had a 10 day service standard for dealing with requests and also would have needed to pass the request on to ASC to deal with the actual sale. But given that 10 day service standard, I think this should have happened by 27 February 2020.*
- *Once received, ASC would have acted as it did, and sought confirmation from Magus that, given adverse market movements, Mr O still wished to sell his investments.*
- *So Standard Life needs to calculate the notional value of Mr O's SIPP as at the date of any final decision along these lines, had the encashment process been started ten working days after 13 February 2020 – so 27 February 2020 rather than 10 March 2020.*
- *There is a total delay period in this matter of 25 days, from 27 February 2020 until the 23 arch 2020 – the date on which Magus provided confirmation to ASC that Mr O's holdings should be sold. But Standard Life is only responsible for a proportion of this – from 27 February until 10 March 2020, the point at which it instructed ASC. This is a period of 12 days.*
- *Standard Life should therefore calculate the value of each holding, had it been sold 25 days before it was, and then what this could have been reinvested for (in terms of units) 25 days before the actual reinvestment date/s.*
- *It should then do the same for a point 13 days before the date that each holding was sold and then reinvested. If the number of units which could have been bought at the earlier reinvestment date would have been higher, there was a loss caused by that particular period of delay, and the value, as at the date of any final decision, of those additional units will be the total loss amount.*

- *The resulting amount should be paid into Mr O's SIPP, allowing for any available tax relief and annual allowance. It shouldn't be paid into Mr O's SIPP if it would conflict with any protections in place.*
- *If any loss determined above cannot be paid into Mr O's SIPP, it should be paid to him directly. But had it been possible to pay into the plan, it would have provided a taxable income. Therefore the compensation should be reduced to notionally allow for any income tax that would otherwise have been paid. This is an adjustment to ensure the compensation is a fair amount – it isn't a payment of tax to HMRC, so*

Mr O won't be able to reclaim any of the reduction after compensation is paid.

- *The notional allowance should be calculated using Mr O's actual or expected marginal rate of tax at his selected retirement age.*
- *It's reasonable to assume that Mr O is likely to be a basic rate taxpayer at the selected retirement age, so the reduction would equal 20%. However, if Mr O would have been able to take a tax free lump sum, the reduction should be applied to 75% of the compensation, resulting in an overall reduction of 15%.*
- *If either Standard Life or Mr O dispute that this is a reasonable assumption, they must let us know as soon as possible so that the assumption can be clarified and Mr O receives appropriate compensation. It won't be possible for us to amend this assumption once any final decision has been issued on the complaint."*

Responses to my provisional decision

Mr O broadly accepted my provisional decision and said he thought the suggested redress formula was "fair and equitable". But Standard Life didn't agree and made the following points in response:

- In my findings I'd referred to the terms and conditions for a cash transfer – not an in-specie transfer. It said this wasn't a straight cash transfer as it involved re-registration of assets as well as cash.
- It doesn't outline the full in-specie transfer process within its terms and conditions as each case is different according to the investments held. And it isn't aware of the investment mix of a portfolio, only the "headline" SIPP value.
- The letter it received from the receiving platform provider was very clear that it shouldn't start the transfer process without sending an asset list to the provider first. It said this was an industry wide practice and was important to determine if investments can be transferred in-specie and indeed if they can be accepted at all.
- Mr O's request to encash his holdings was sent to the provider and not to Standard Life. They both needed to know if the transfer could actually proceed so required Standard Life to provide the requisite information about the funds.
- Mr O's instruction didn't say he wanted to sell regardless of a subsequent transfer. He was asking in anticipation of whether a transfer would be permitted. If Standard Life had ignored the request for information, Mr O might have been holding cash for longer than necessary or the transfer might not have been accepted, which would have meant Standard Life was responsible for reinvestment losses caused by ignoring the receiving provider's instructions.
- Usually, for in-specie transfers, it sends the cash at the end of the process after the other funds have been re-registered. So the transfer wouldn't normally have completed any earlier than it did anyway, because of the in-specie transfer aspect.

My findings

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

And having done so, and after carefully consideration of Standard Life's further submissions and response, I see no reason to depart from my provisional findings.

The delays in encashing the saleable assets in the SIPP

In February 2020 Mr O accepted his adviser's recommendation to transfer his SIPP to a new provider. Because he wanted to encash all of the saleable assets in the SIPP first, he wrote an accompanying letter – which was sent to the receiving provider along with his transfer

request “pack”. I’ve seen a copy of this letter which said “*It is my wish to transfer my pension fund held within the above numbered SIPP to (the new platform). Please could you therefore authorise Aberdeen Standard Capital to sell down all of the conventional return portfolio to cash to be returned to yourselves in anticipation of the transfer”.*

The new provider passed on the request to Standard Life within a “transfer request pack”, and the first page of the “pack” stated, *“please find attached a request to transfer the above client’s personal pension from you to (the new platform). Before processing the transfer request please arrange for a valuation with ISN/SEDOL codes to be sent to the following address…”*

Standard Life says this was a clear instruction from the provider for information about the funds involved and it followed that request carefully and with good reason. It says that the information was needed to ensure that all the funds within the SIPP could actually be transferred as Mr O had already stated that one of the funds need to be re-registered, and this led it to believe there may have been others. It also says this is usual practice within the industry for the reasons given.

And I can understand why Standard Life might have taken this approach if it had simply received a request to transfer from one provider to another. In such a situation it would have been vital to be sure that all the funds could be transferred before attempting to go ahead. In this case the new provider referred to a “*transfer request*” and I could understand why it would require a list of funds to be transferred to ensure compatibility with its requirements.

But there were two transactions required here. The first one – as outlined by Mr O’s covering letter, was to “*sell down all of the conventional return portfolio to cash to be returned to yourself **in anticipation of the transfer**. Please can all of the target return portfolio also be sold down, wherever possible, and the cash retuned to yourself”* (my emphasis). Standard Life accepts that it received this covering letter along with the transfer request, but decided to provide the fund information and valuation to the new provider in the first instance. But I don’t agree that this course of action was appropriate, or in line with Mr O’s specific request. I think Mr O’s request was clear, and it was clearly in anticipation of the transfer, so I think Standard Life should, as a first course of action, have progressed the request for the sale of the required assets to ASC.

I know Standard Life has argued that it simply followed instructions from the new platform, but I think it should have prioritised Mr O’s instruction – which was a course of action intended to happen in advance of the transfer, and therefore wouldn’t have required the information about the funds that the new platform requested.

But even if a different interpretation of what Standard Life should have done was possible here, I would have expected Standard Life to have raised that issue with Mr O or Magus, or even the new provider. I think it’s more likely than not it would have been confirmed to Standard Life that the first, and most important course of action, was to sell the assets as stated – in anticipation of a pension transfer.

In my provisional decision I said that I didn’t think Standard Life was responsible for any delay after 10 March 2020 when Magus was in discussion with ASC about the sale of the funds and the transfer of all the assets, including the re-registration. I dealt with that delay in the other decisions and, based on the further submissions I’ve been provided with, I haven’t been persuaded to change my mind. So I don’t think it’s fair to hold Standard Life responsible for that part of the overall delay.

The redress calculation

In my provisional decision I said that a calculation to determine any losses had already been carried out both by Magus and also the new SIPP platform at my request. The calculation, which was based on selling assets within the SIPP and transferring the SIPP at the earliest date possible, showed that Mr O had in fact made a financial gain from the (delayed) process. I explained why this may have happened, in what was a rather unique investment background – coming as it did in the middle of significant volatility in the markets caused by a global pandemic.

But I wasn't satisfied that the dates that were used in the calculations best reflected what I thought should realistically have happened. So I said Standard Life should carry out a different calculation, based on different dates, to account for what I said was a 12 day delay it had caused. Standard Life hasn't made any comment on the proposed redress formula – simply that it doesn't believe it did anything which may have led to a delay in the encashment of the SIPP assets. So I've set out the final redress formula below.

Putting things right

My aim is that Mr O should be put as closely as possible into the position he would probably now be in if his SIPP assets had been sold earlier.

On 13 February 2020 Standard Life acknowledged that it received Mr O's sale request. Mr O said this was the "proposed" sale date, but I don't think that would have been possible given that Standard Life had a 10 day service standard for dealing with requests, and also would have needed to pass the request on to ASC to deal with the actual sale. But given that 10 day service standard, I think this should have happened by 27 February 2020.

Once received, ASC would have acted as it did, and sought confirmation from Magus that, given adverse market movements, Mr O still wished to sell his investments.

So to compensate Mr O fairly Standard Life needs to calculate the notional value of Mr O's SIPP as at the date of this final decision, had the encashment process been started ten working days after 13 February 2020 – so 27 February 2020 rather than 10 March 2020.

There is a total delay period in this matter of 25 days, from 27 February 2020 until the 23 March 2020 – the date on which Magus provided confirmation to ASC that Mr O's holdings should be sold. But Standard Life is only responsible for a proportion of this – from 27 February until 10 March 2020, the point at which it instructed ASC to sell the assets. This is a period of 12 days. Standard Life should therefore calculate the value of each holding, had it been sold 25 days before it was, and then what this could have been reinvested for (in terms of units) 25 days before the actual reinvestment date/s.

It should then do the same for a point 13 days before the date that each holding was sold and then reinvested.

If the number of units which could have been bought at the earlier reinvestment date would have been higher, there was a loss caused by that particular period of delay, and the value, as at the date of this final decision, of those additional units will be the total loss amount. If there is a loss Standard Life should pay into Mr O's pension plan to increase its value by the total amount of the loss and any interest (as set out below). The amount paid should allow for the effect of charges and any available tax relief. Compensation should not be paid into the pension plan if it would conflict with any existing protection or allowance.

If Standard Life is unable to pay the total amount into Mr O's pension plan, it should pay that amount direct to him. But had it been possible to pay into the plan, it would have provided a taxable income. Therefore the total amount should be reduced to *notionally* allow for any income tax that would otherwise have been paid. This is an adjustment to ensure the compensation is a fair amount – it isn't a payment of tax to HMRC, so Mr O won't be able to reclaim any of the reduction after compensation is paid.

The *notional* allowance should be calculated using Mr O's actual or expected marginal rate of tax at his selected retirement age. I assumed this to be basic rate in the provisional decision, and neither party has disputed this. And so the reduction should be applied to 75% of the compensation, resulting in an overall deduction of 15%.

Additional interest at the rate of 8% simple per year should be added to any loss from the date of this final decision to settlement if the complaint isn't settled within 28 days of Standard Life receiving notification of Mr O's acceptance.

Income tax may be payable on any interest paid. If Standard Life deducts income tax from the interest it should tell Mr O how much has been taken off. Standard Life should give Mr O a tax deduction certificate in respect of interest if Mr O asks for one, so he can reclaim the tax on interest from HM Revenue & Customs if appropriate.

My final decision

I uphold the complaint. My decision is that Standard Life Assurance Limited should pay the amount calculated as set out above.

Standard Life Assurance Limited should provide details of its calculation to Mr O in a clear, simple format.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 19 August 2022.

Keith Lawrence
Ombudsman