DRN-3573235

The complaint

Mr B complained that he was given unsuitable advice to transfer his defined benefit (DB) British Steel Pension Scheme (BSPS), to a personal pension plan.

D C Financial Limited is responsible for answering this complaint and so to keep things consistent, I'll refer mainly to "DCFL".

What happened

In March 2016, Mr B's employer announced that it would be examining options to restructure its business, including decoupling the BSPS from the company. The consultation with members referred to possible outcomes regarding their preserved benefits, which included transferring the scheme to the Pension Protection Fund (PPF), or a new defined benefit scheme (BSPS2). Alternatively, members were informed they could transfer their benefits to a personal pension arrangement.

Mr B was concerned about what the announcement by his employer meant for the security of his preserved benefits in the BSPS. He was unsure what to do, so he contacted independent financial adviser DCFL for advice in July 2017.

DCFL gathered information about his circumstances and objectives which were broadly as follows:

- Mr B was 51 years old, not married (but had a long-term partner and they were intending to marry shortly). He had no dependent children and was in good health.
- He lived in a home valued at approximately £110,000, which had an outstanding mortgage of around £36,000. The mortgage had around 8 years left to run.
- Mr B earned £56,000 per year and had a disposable income of around £1,000 per month. He had around £150,000 in savings and investments. He owned a buy to let property valued at around £90,000 which he had a £38,000 mortgage on.
- The cash equivalent transfer value (CETV) of Mr B's BSPS was approximately £603,719 (later increased to £623,405) and the normal retirement age (NRA) was 65.
- Mr B had expressed an aspiration of retiring at the age of 60.

DCFL set out its advice in a suitability letter on 12 July 2017. Mr B was recommended to transfer out and invest the funds in a personal pension. DCFL said this would allow Mr B to achieve his objectives.

Mr B accepted this advice and so transferred from his BSPS to a personal pension. In 2021 Mr B complained to DCFL about its advice, saying he shouldn't have been advised to transfer out of his BSPS. In response, DCFL said it hadn't done anything wrong and was acting on the financial objectives Mr B had at the time.

Mr B referred his complaint to our Service. One of our investigators looked into the complaint and said it should be upheld. As the complaint couldn't be resolved informally, it's come to me for 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.

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'). 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 DCFL'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.

I have further considered that the regulator, the Financial Conduct Authority ('FCA'), states in COBS 19.1.6 that the starting assumption for a transfer from a DB scheme is that it is unsuitable. So, DCFL should have only considered a transfer if it could clearly demonstrate that the transfer was in Mr B's best interests.

I've used all the information we have to consider whether transferring away from the BSPS was in Mr B's best interests.

I don't think it was, so I'm upholding his complaint.

Financial viability

As required by the regulator, to demonstrate the financial comparisons between his current scheme and transferring out to a personal pension, DCFL referred in its transfer analysis to 'critical yield' rates.

The critical yield is essentially the average annual investment return that would be required on the transfer value - from the time of advice until retirement - to provide the same annuity income as the DB scheme. It is therefore part of a range of different things which help show how likely it is that a personal pension could achieve the necessary investment growth for a transfer-out to become financially viable.

DCFL said the critical yield required to match Mr B's full BSPS benefits at the age of 65 was 6.91% and 8.73% at the age of 60. No corresponding yields were provided if Mr B had chosen to take a reduced pension together with a tax-free lump sum at those ages.

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.

The relevant discount rates published by the Financial Ombudsman Service for the period before 1 October 2017 were 4.1% per year for 13 years to retirement (calculated to age 65) and 3.5% (calculated to age 60), which are well below the main critical yield figures I've set out above.

I've also kept in mind that the regulator's upper projection rate was 8%, the middle projection rate was 5%, and the lower projection rate was 2%. At the time, as DCFL assessed Mr B's attitude to risk (ATR) as moderate, I think a figure around the mid-range of these projections was most relevant; again this was below the critical yields for the BSPS. And I've also seen that before the effects of inflation, the fund provider recommended to Mr B by DCFL, issued its own projected growth rates. These were 1.41% for low projected growth, and 4.41% (mid-growth).

I've taken all these projected growth figures and the critical yields into account. I have also considered Mr B's ATR and I think there's a clear indication that by transferring out of his DB scheme at the time, Mr B would be likely to obtain pension benefits of a lower overall value than the scheme he was in, over the longer term.

Elsewhere in its transfer analysis, DCFL also made mention of the PPF, which it described as a compensation scheme providing a *"safety net"* for pension schemes when the sponsoring employer becomes insolvent. It said the critical yield to match the benefits available through the PPF at age 65 was 3.21% per year if Mr B took a pension under the reduced terms of the PPF and 2.77% per year if he opted to take a tax-free cash element and a further reduced pension. These were lower yield rates, which on first look may seem more achievable. But of course, the comparisons were based on the reduced pension benefits provided by the PPF and these rates were for a retirement at 65, rather than the age of 60 which was listed as Mr B's objective in DCFL's suitability letter. Also, taking into account the impact of the charges and fees incurred as a consequence of transferring out to the recommended personal pension plan, I think these figures fail to show how the advice to transfer out was suitable. At best, I think they show that Mr B might possibly have been able to achieve broadly the same level of income as provided by the PPF, but the opportunity to improve on it was limited.

So, there was simply no reliable evidence from DCFL here that Mr B's transferred funds could confidently exceed the critical yields compared with Mr B remaining in his existing scheme. And I think it's safe to say the same is broadly true of the BSPS2 scheme, although we don't have corresponding analysis here to show it. I say this because the income benefits were the same under the BSPS2 but had lower future increases, so I think the critical yields were likely to be somewhere between those applicable to the existing BSPS and the PPF.

I've also noted that DCFL said that in order to purchase an annuity to provide benefits of equal value to the existing scheme at a retirement age of 65, the funds required would be around £1,246,086. At the age of 60, the cost of buying such an annuity was estimated as being £1,110,907. These figures were well above Mr B's CETV and so they provide a window, in my view, into the true value of the DB scheme Mr B was being advised to leave.

Of course, DCFL's recommendation that he should transfer out to a personal pension was not wholly based on the financial comparisons with his current scheme. Rather, DCFL said Mr B also had other reasons to transfer away, so I've thought about all the other considerations which might have meant a transfer was suitable for him, despite providing the overall lower benefits mentioned above. I've considered these below.

Flexibility and income needs

I've used a combination of what was in DCFL's suitability letter and the client information form it completed about Mr B to help determine what DCFL said were the main objectives for transferring out of the BSPS:

- It would allow him to retire early which is what he had indicated he wanted to do.
- A more flexible income
- DCFL said there were likely better death benefits by transferring out, given his personal circumstances.
- The pension would no longer be under his employer's control and Mr B would be able to make further transfers if he liked.

I've also seen that in its final response letter about the complaint, DCFL said Mr B had an additional objective to pay off his mortgage. So, it seems the main reasons that DCFL recommended the transfer was for the flexibility and control it offered to Mr B. I have therefore considered all these issues with great care, beginning with his mortgage.

Paying off Mr B's mortgage

I've considered the point DCFL made about the value of Mr B accessing his transferred pension benefits early, at the age of 55, to pay off his outstanding mortgage balance.

The implication here is that Mr B could have used part of his 25% tax-free lump sum, taken from a new personal pension he would transfer into, to completely pay off his outstanding mortgage. And I of course accept that when looked at in isolation, paying down debt is generally a good thing to do.

However, I've seen nothing to show Mr B wasn't doing anything other than paying off his mortgage fully in accordance with the repayment plan. I've seen no evidence therefore, that the mortgage wasn't been properly paid down and importantly, it had only eight more years to run. Mr B also already had sufficient savings with which to do this straightaway so I think it's reasonable to say he was content to have a small mortgage and the interest rate environment at the time was favourable. In any event, Mr B would not have been able to access his transferred pension funds until he was 55 years old anyway, which was still almost four years away from when he was given the advice in 2017.

I therefore think it's fair to say that the passage of this time allowed for Mr B's existing mortgage debt to be continually reduced in the interim four-year period, between the ages of 51 and 55, as part of the normal repayment process. Also, DCFL's own 'fact-find' showed that Mr B had disposable income available each month which could have been used to reduce mortgage interest and debt even further as he approached his mid-50s, if that was his preference. In this case, I think it was entirely reasonable that the mortgage could be paid off completely before the eight years left was up.

I think these things show that if the advice to transfer from Mr B's BSPS was predicated partly on a plan to repay his mortgage, then it was flawed.

Flexibility

DCFL said that by transferring out and having a personal pension plan, Mr B would have more flexibility in his retirement income going forward. It said Mr B would also be able to increase the amount of tax-free cash he'd be able to access.

Overall however, I can't see that Mr B required flexibility in retirement in the way DCFL implied. DCFL said in its transfer analysis that Mr B's estimated pension even under the terms of the PPF was £28,370 or £21,363 with a tax-free lump sum of £142,185 at age 65. It didn't provide the corresponding analysis at age 60, despite Mr B's desire to retire at that age. However, I don't think the benefits were likely to be substantially lower than the £24,676 available to him at age 60 under the existing scheme, given the more favourable early retirement factors under the PPF. DCFL had noted Mr B's income requirement in retirement to be around £20,000 per year. So I think the PPF would have most likely met these needs at age 60, and certainly at age 65. I also haven't seen any evidence to support that Mr B needed to vary his income throughout retirement.

Mr B had also recently joined his employer's new defined contribution ('DC') scheme and would have been making contributions to it for at least another 9 years until he retired. It seems to me that in the unlikely event of any shortfalls in Mr B's income needs between the age of 60 and his state retirement age, could have been met by drawing on this second pension.

It's also usually the case that more tax-free cash can be accessed from a personal pension when compared against a DB scheme; this is because the values and benefits of the two schemes are calculated differently. But DCFL should have been telling Mr B at the time that extra tax-free lump sums being removed from a personal pension from the age of 55 also came with consequences in that the amount left for his later retirement years would obviously decrease.

I've explained above why accessing tax-free cash to repay his mortgage was flawed. And I've seen no compelling evidence showing access to a lump-sum at 55 years old was necessary or required for other specific reasons. So, whilst I accept the notion of accessing tax-free cash might have been appealing, this needed to be considered against the other options Mr B faced, including opting for the PPF, or the BSPS2 when details became clearer. In any event, Mr B could have taken tax-free cash the PPF, and I haven't seen any evidence to persuade me he needed a higher sum than this would have provided him with.

I have therefore considered everything DCFL said about flexibility: it said this would include how funds were invested, the level of income he could withdraw from the age of 55 and a greater ability to flexibly use the tax-free lump sum element. It also said that Mr B would be able to have complete control over the pension if he transferred out.

However, I've seen nothing which shows Mr B had either the desire or capacity to exercise personal control over his pension. In my view, Mr B's circumstances were much more aligned to him retiring from a DB scheme, such as the PPF or BSPS2, and drawing a pension. So, I think the more suitable option was for him to access his DB pension in the way it was originally intended.

Retiring early

I don't doubt that Mr B might have genuinely hoped to retire at the age of 60. But I've seen nothing that shows this was anything more than something he aspired to do at that stage, as opposed to being part of a formulated plan. I say this because Mr B was only 51 years old and from what I've seen, he had no concrete plans for retirement at that point. I've also noted that Mr B could have retired early as a member of the PPF.

So, even if I were to consider that Mr B's retirement plans were more advanced than the mere aspirations set out by DCFL - and he really did want to retire early - I think DCFL should have assessed the possibility of achieving this goal whilst being a member of the PPF, or the new scheme when details fully emerged. It's clear that in these circumstances there would have been an 'actuarial reduction' caused by early retirement from the scheme. This would have meant Mr B's pension benefits would have been somewhat reduced due to him accessing the pension earlier and for longer. But I've seen no evidence this was discussed with a view to assessing whether it was more in Mr B's best interests, rather than him being advised to transfer away completely.

Death benefits

DCFL says that death benefits were discussed at the time and that as Mr B wasn't married, the benefits associated with his existing BSPS or the PPF weren't suitable to his situation. I've noted his intention to nominate someone else as a beneficiary of the personal pension plan. But I think Mr B required careful advice about these issues, given his particular circumstances. I also think the death benefits were substantially underplayed by DCFL.

In my experience, the death benefits Mr B could have access to were generally good and I think they would have been of use to him. In that context, it's also not clear why DCFL did not take account of what Mr B had said about him marrying shortly; he'd been with his partner for many years and they'd had children together. Their intention was also to marry before the following March, as recorded on the 'fact-find'.

This may therefore have changed his perception of the spousal death benefits he would have potentially enjoyed by not transferring out of the BSPS or choosing to join the PPF. There were spouse death benefits within the PPF which needed to be considered in the light of Mr B's intended marriage (and broadly benefits which would be replicated in BSPS2 still being discussed at the time the advice was being given to him).

I appreciate that DCFL has since told us that Mr B hasn't yet married his spouse, thereby reinforcing its recommendation to transfer out. But I don't think it is reasonable to take this into account – I think Mr B's clear intention, as expressed to DCFL at the time of the advice, was to marry his partner in the near future. So, I think the advice ought to have been based on this position.

Furthermore, 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 plan was likely an attractive feature to Mr B. But whilst I appreciate death benefits are important to consumers, and Mr B 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 him about what was best for his retirement provisions. A pension is primarily designed to provide income in retirement. And I don't think DCFL explored to what extent Mr B was prepared to accept a lower retirement income in exchange for higher death benefits.

As I've said, Mr B was still only 51 years old. He had a medical condition but there's no suggestion his life expectancy was reduced by this to the extent that this needed further consideration in the context of his pension. DCFL's suitability letter described his health as "good".

Overall, and in relation to death benefits, there were some specific issues relating to Mr B's situation which I don't think DCFL suitably advised him on. But I certainly don't think the different death benefits available through a transfer to a personal pension justified the likely decrease of wider retirement benefits for Mr B.

Control or concerns over financial stability of the DB scheme

It's clear that Mr B, like many employees of his company, was concerned about his pension. His employer had recently made the announcement about its plans for the scheme and he was worried about the consequences of his pension ending up in the PPF. He'd heard negative things about the PPF and DCFL said he said he preferred to have control over his pension fund.

So, it's quite possible that Mr B was also leaning towards the decision to transfer out because of the concerns he had about his employer and his negative perception of the PPF. However, it was DCFL's obligation to give Mr B an objective picture and recommend what was in his best interests. At the time of the advice being delivered, it wasn't known whether the BSPS2 would be a viable option for members of the scheme – further announcements were not made until August 2017, after the advice was delivered.

But DCFL could have waited for further details to emerge – Mr B's CETV was guaranteed until 28 September 2017 and announcements were made by the scheme trustees on 11 August 2017 and 11 September 2017. The announcements explained that the BSPS2 would be going ahead as long as certain funding conditions were met and that the majority of members would be better off than if they moved to the PPF. So, I think that could have alleviated Mr B's concerns about his pension heading for the PPF given he had another option.

But regardless of the position of the BSPS2, I think that DCFL should have reassured Mr B that the scheme moving to the PPF wasn't as concerning as he thought. The income available to Mr B through the PPF would have been sufficient to meet his needs at retirement, and he was still unlikely to be able to exceed this by transferring out. And although the increases in payment in the PPF were lower, the income was guaranteed and was not subject to any investment risk.

So, I don't think that these concerns should have led to DCFL's recommendation to Mr B to transfer out of the DB scheme altogether.

Summary

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

Ultimately, I don't think the advice given to Mr B was suitable. He was giving up a guaranteed, risk-free and increasing income within the BSPS. By transferring to a personal pension, the evidence shows Mr B was likely to obtain lower retirement benefits. And I don't think there were any other particular reasons which would justify the transfer and outweigh this. I don't think aspirations of paying off a small mortgage or accessing more tax-free cash were worth taking the irrevocable decision to leave the BSPS at that stage; DCFL ought to have advised him against transferring out of his DB scheme for these reasons, particularly as it meant he'd probably be worse off in retirement.

So, I don't think it was in Mr B's best interests for him to transfer from his DB scheme to a personal pension plan when he was unlikely to be able to improve on his existing scheme benefits and those offered by the PPF.

I have considered, given the circumstances of the time, whether Mr B would have transferred to a personal pension in any event. I accept that DCFL disclosed some of the risks of transferring to Mr B, and provided him with a significant amount of information. But ultimately it advised Mr B to transfer out, and I think Mr B relied on that advice.

I'm not persuaded that Mr B would have insisted on transferring out of the DB scheme, against DCFL's advice. I say this because Mr B paid to have advice and this pension accounted for most of his retirement provision at the time. So, if DCFL 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 have accepted that advice.

I'm also not persuaded that Mr B's concerns about the PPF were so great that he would have insisted on transferring his pension, knowing that a professional adviser, whose expertise he had sought out and was paying for, didn't think it was suitable for him or in his best interests. So if DCFL had explained Mr B was also unlikely to exceed the benefits available to him through the PPF if he transferred out, and that he could meet his income needs in retirement without risking his guaranteed pension, I think that would have carried significant weight.

A few months after the advice Mr B would've been asked to choose whether he wanted to remain in the scheme and move with it to the PPF or opt into the BSPS2.

Mr B still had a minimum of 9 years before he hoped to retire. But this might have been longer as in my view he couldn't yet know what his needs in retirement would be. So, I don't think that it would have been in his interest to accept the reduction in benefits he would have faced by the scheme entering the PPF, as it wouldn't be offset by the more favourable reduction for very early retirement. By opting into the BSPS2, Mr B would have retained the ability to transfer out of the scheme nearer to his retirement age if he needed to. Also, Mr B was intending to marry and he told DCFL about this. His wife's pension could have been set at 50% of his pension at the date of death, and this would be calculated as if no lump sum was taken at retirement (if Mr B chose to do so).

On this basis, I think Mr B would have chosen to join the BSPS2 at that point. So, I think DCFL should compensate Mr B for the unsuitable advice, using the regulator's defined benefits pension transfer redress methodology. And as per the above, it is the benefits available to him through the BSPS2 that should be used for comparison purposes.

Putting things right

A fair and reasonable outcome would be for the business to put Mr B, as far as possible, into the position he would now be in but for DCFL's unsuitable advice. I consider he would have remained in the BSPS and then joined the new BSPS2.

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) 17/9 (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 B whether he preferred any redress to be calculated now, in line with current guidance, or wait for any new guidance/rules to be published. He's said he doesn't want to wait for any new guidance.

DCFL 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, Mr B has no plans at present to retire any earlier than age 65. 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 B's acceptance of the decision.

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

If the redress calculation demonstrates a loss, the compensation should if possible be paid into Mr B'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 B 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 40%. So making a notional deduction of 30% 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 B within 90 days of the date DCFL 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 DCFL to pay Mr B.

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.

This was a substantial pension which represented most of Mr B's retirement savings. So, in addition DCFL should pay Mr P £300 for the distress and inconvenience this matter has caused him.

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 DCFL 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've decided to uphold this complaint and require D C Financial Limited to pay Mr B 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 D C Financial Limited to pay Mr B any interest on that amount in full, as set out above.

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

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

If Mr B accepts my final decision, the money award becomes binding on D C Financial Limited.

My recommendation would not be binding. Further, it's unlikely that Mr B can accept my decision and go to court to ask for the balance. Mr B 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 B to accept or reject my decision before 13 December 2022.

Michael Campbell
Ombudsman