DRN-3916050

The complaint

Mr C complains about the advice given by Pension Advice Specialists Limited ('PAS') to transfer the benefits from his defined-benefit ('DB') occupational pension scheme to a self-invested personal pension ('SIPP'). He says the advice was unsuitable for him and believes this has caused a financial loss.

Mr C 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 C.

What happened

Mr C was receiving financial advice from another business, which I'll call 'Firm W'. Firm W introduced Mr C to PAS for advice about potentially transferring his DB scheme pension, as I understand Firm W wasn't authorised to advise on DB pension transfers. Mr C had obtained a transfer value quotation from his DB scheme which gave the cash equivalent transfer value ('CETV') of his benefits, which was £442,394.72. He'd also obtained an estimate of the benefits he might be due under the DB scheme at retirement. This said that at age 60, the scheme estimated Mr C could receive a starting annual pension of £14,781.56 and a 'standard benefit' tax-free cash ('TFC') lump sum of £25,199.79. Alternatively, he could take additional TFC, totalling £78,142.08 and a reduced starting annual pension of £11,721.31. Or he could opt to not take any TFC and receive a starting pension of £16,916.04 per annum.

PAS completed a fact-find to gather information about Mr C's circumstances and objectives. It noted that Mr C was 57, retired and in good health. He was divorced and had two children who were not financially dependent. He owned his own home, mortgage free, had no other debts and he also had savings totalling approximately £105,000. The fact-find said he was receiving approximately £375 per month from an annuity he'd purchased. This provided a level guaranteed income, payable until age 79. He was also in receipt of £1,000 in benefits, £550 of which would stop being paid at age 65, with the other £450 payable until he reached state pension age. And Mr C expected to receive the full state pension entitlement, of just over £8,500 per year. His existing income comfortably exceeded his recorded outgoings.

The DB scheme pension was recorded as being of high importance to Mr C's retirement plans. And he was noted as having a low level of investment experience. Mr C's desired income level in retirement was recorded as £16,000 per year.

PAS recorded that Mr C was interested in transferring because he wanted flexibility in relation to how he could draw his benefits from this pension, greater investment choice and because he wanted his children to benefit from the pension in the event of his death. It said he was looking to take higher income from the pension in the early years, so that he could enjoy this while he was younger. And it also said Mr C wanted to take 25% of the fund as TFC immediately, using £80,000 of this to fund a renovation project.

PAS also carried out an assessment of Mr C's attitude to risk, which it deemed to be 'high medium' or 6 on a scale of 1 to 10.

On 17 September 2018, PAS advised Mr C to transfer his pension benefits out of its DB scheme. PAS said Mr C had plans for a significant renovation but preferred not to use his savings to fund this. So, transferring would release money to achieve this objective. It also said transferring provided Mr C the option to vary his income – in line with his requirements. And it gave him the option to leave a legacy from the pension to his children, which the DB scheme didn't. So based on this, and because Mr C had capacity for loss from his savings, the annuity that was guaranteed until age 79 and his state pension entitlement, PAS thought a transfer was suitable. It said that Firm W had recommend a SIPP provider and investment portfolio. And PAS said it was happy this recommendation was suitable based on Mr C's objectives and attitude to risk.

Mr C complained in 2021 to PAS that the advice was unsuitable for him based on his circumstances and had caused a loss.

PAS didn't uphold Mr C's complaint. It said it believed its advice was suitable as it allowed Mr C to meet his stated objectives and it felt Mr C made an informed decision to transfer. PAS also added that it had no responsibility for the ongoing investment advice and questioned whether therefore it was responsible for the losses claimed.

Mr C referred his complaint to our service. An investigator upheld the complaint and said PAS should compensate Mr C for any loss the transfer had led to. He said he thought Mr C was always likely to receive benefits of a lower overall value as a result of the transfer. He didn't think he had a need for flexibility in his income and thought that Mr C had other options for funding the renovation he had mentioned that didn't involve giving up his guaranteed pension benefits. And while these might not have been his preference, he noted PAS' role was to advise Mr C on what was in his best interests. The Investigator also didn't think transferring to obtain alternative death benefits was in Mr C's best interests – particularly bearing in mind that the cash flow modelling PAS had run suggested the pension fund was likely to be significantly depleted by the time it was likely to be passed on to his estate. So overall he didn't think the advice was suitable.

PAS disagreed, saying that it still considered the transfer was suitable, based on Mr C's circumstances and objectives.

The investigator wasn't persuaded to change their opinion, so the complaint was referred to me to make a final decision.

What I've decided – and why

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

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 PAS' 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 19.1.6G that the starting assumption for a transfer from a DB scheme is that it is unsuitable. So, PAS should have only considered a transfer if it could clearly demonstrate that the transfer was in Mr C's best interests. And having looked at all the evidence available, I'm not satisfied it was in his best interests.

Financial viability

PAS carried out a transfer value analysis ('TVAS') report, as required by the regulator. This included the calculation of the critical yield – how much a new pension would need to grow by each year until the normal retirement age of the DB scheme in order to allow Mr C to purchase equivalent benefits to those the DB scheme guaranteed at that point. Mr C was 57 at the time of the advice and the normal retirement age of the DB scheme was 60. The critical yield was calculated to be 30.92%. The TVAS also included a transfer value comparator, which the report explained provided a comparison between the CETV and the estimated cost to Mr C to purchase equivalent benefits to those he was giving up. This said the estimated cost to purchase the same benefits ate age 60 was £839,523.60. Which was £397,128.88 more than the CETV.

The advice was given after the regulator gave instructions in Final Guidance FG17/9 as to how businesses could calculate future 'discount rates' in loss assessments where a complaint about a past pension transfer was being upheld. Prior to October 2017 similar rates were published by the Financial Ombudsman Service on our website. Whilst businesses weren't required to refer to these rates when giving advice on pension transfers, they provide a useful indication of what growth rates would have been considered reasonably achievable for a typical investor.

The relevant discount rate closest to when the advice was given which I can refer to was published by the Financial Ombudsman Service for the period before 1 October 2017, and was 2.7% per year for 2 full years to retirement. I've kept in mind that the regulator's projection rates had also remained unchanged since 2014: 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, the attitude to risk PAS recorded Mr C as having, 'high medium', and also the term to retirement. There would be little point in Mr C 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 critical yield and estimated cost of replicating the existing benefits, I think Mr C 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.

PAS has said that Mr C did not intend to take benefits in the same form as the DB scheme, as he wanted flexibility. But the regulator required PAS to consider the rate of investment growth that would have to be achieved to replicate the benefits being given up. So, I do think an analysis of the critical yield is a relevant consideration here.

PAS provided cash flow models, showing how long the pension would last if Mr C took his full desired retirement income of £16,000 from the pension, and if he took a lower £14,000. But these both indicated that the pension fund would be depleted before Mr C's average life expectancy was reached. And the models were based on a return of 5% per year being achieved, which was by no means guaranteed.

PAS says Mr C intended to vary his income and would draw more in the early years of retirement, reducing what he needed later. And he would also have had his state pension to rely on, and his annuity until age 79. But modelling wasn't carried out taking those scenarios into account to show that they were in fact sustainable. And this relied on Mr C potentially living on less than he might actually need in the future, as his needs weren't known, which may not have been feasible. Whereas the income the DB scheme would provide was guaranteed for his life and escalated while in payment.

Taking all of this into account, based on the information I've seen, I don't think a transfer was in Mr C's interests from a financial viability perspective.

Of course, financial viability isn't the only consideration when giving transfer advice. There might be other considerations which mean a transfer is suitable, despite providing overall lower benefits. I've considered this below.

Flexibility and income needs

PAS says Mr C expected to need an income of £16,000 per year in retirement – although he thought the amount he needed might reduce in later life. It says he also wanted to take 25% TFC in order to cover the £80,000 cost of renovation work he was undertaking. And it says he wanted flexibility to be able to vary his income and take a higher income earlier in his retirement to enjoy this.

Mr C was already in receipt of income from his fixed term annuity and benefits that exceeded his stated income need of £16,000. So, he didn't have a need to take an income from this pension at the point of the advice. PAS says this meant Mr C had capacity to accept the risk of transferring. But this doesn't, in my view, mean it was in his best interests to do so.

At age 60, he could've taken an income of £14,781.56 and a 'standard benefit' tax-free cash ('TFC') lump sum of £25,199.79 from the DB scheme. Alternatively, he could've taken TFC, totalling £78,142.08 and a reduced starting annual pension of £11,721.31. In either case, I understand his other income provisions would've continued at that stage, meaning his combined income would've been in excess of his stated need. PAS has said that Mr C wanted the option to take more money in the early years of his retirement to enjoy it. But the combination of the DB scheme and his other provisions would've still meant his income significantly exceeded the £16,000 level he expected to need. So, he would've had additional disposable income to enjoy.

Of the benefits Mr C was receiving £550 was due to stop at age 65, with the remaining £450 ceasing at age 67. But the amount the DB scheme provided as an income would've continued to escalate while in payment. So, when those benefit amounts stopped, his combined income, including his annuity, would've still exceeded his stated need. And from age 67 he'd have been entitled to a state pension which would have further addressed the reduction in income the cessation of benefits brought about. The state pension and the DB scheme would've then continued to escalate while in payment, meaning when the fixed term annuity ended at age 79, Mr C would've still been receiving an income in excess of the amount he expected to need.

PAS has said that Mr C expected his income needs to diminish in later life and he felt he'd be able to rely on his state pension when that happened. But this was unknown. The guaranteed pension from the DB scheme meant he wouldn't have needed to rely on doing so. And as I've explained, combined with his other provisions, would've given him an income in excess of what he expected to need in the early years of his retirement, to enjoy.

On the subject of wanting to take TFC to fund a renovation, Mr C had savings significantly in excess of the amount he said he required. PAS says Mr C preferred to keep his savings intact. But PAS wasn't there just to put in place what Mr C might've thought he wanted. It needed to recommend what was in his best interests, even if that went against what Mr C thought he might like. Here, he didn't need to give up his guaranteed pension in order to fund the renovation. And Mr C could take TFC from the DB scheme at age 60, which was only marginally less than the estimated cost of the works. So, if he wasn't comfortable using his savings, he could've delayed the renovations and used the TFC from the scheme at age 60, as I haven't seen anything to suggest the renovations were urgent. Or he could've carried out the renovations using his savings, reassured by the fact he could take TFC from the DB scheme in under three years to replenish his savings if this was a genuine concern. And neither of these options required him to give up his guaranteed benefits and expose his pension fund, which formed the major part of his retirement provisions, to additional risk.

So, taking everything into account, I don't think Mr C needed to transfer his pension to achieve his income goals or to complete the renovations he intended to.

PAS has said that Mr C preferred and wanted flexibility. But again, its role was to advise Mr C on what was in his best interests, even if that didn't align with his initial thinking. For the reasons I've explained I don't think he needed flexibility in order to meet his goals. So, I don't think it was a suitable recommendation for Mr C to give up his guaranteed benefits, particularly considering he was likely to receive benefits of a lower overall value by doing so.

Death benefits

PAS says one of Mr C's main aims was that his children would benefit from the pension in the event of his death. Which they wouldn't have through the DB scheme.

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 SIPP was likely an attractive feature to Mr C. But whilst I appreciate death benefits are important to consumers, and Mr C might have thought it was a good idea to transfer his DB scheme to a SIPP because of this, the priority here was to advise Mr C about what was best for his retirement provisions. A pension is primarily designed to provide income in retirement.

I don't doubt that the CETV might have seemed attractive as a potential lump sum. Indeed, I can see PAS asked a question during the fact find about how Mr C felt about the CETV, to which he said he thought it was attractive. But the sum the pension would provide as a death benefit following a transfer was likely to be very different to the CETV. It was dependent on both investment performance, which wasn't guaranteed and subject to risk, and would've also been reduced by any income Mr C drew in his lifetime. Mr C was recorded as being in good health. And PAS' advice seems to be based on him drawing larger sums from the pension in the early years of his retirement – at a level that its own cash flow modelling suggested would be unsustainable and meant the fund would've been entirely depleted prior to him reaching the age of his average life expectancy. So, on balance, it appears likely the fund would've been significantly depleted by the time it was passed on to any dependents and may not therefore have provided the legacy that Mr C anticipated.

Furthermore, if Mr C genuinely wanted to leave a legacy for his children, which didn't depend on investment returns or how much of his pension fund remained on his death, life insurance could've been explored. The suitability report noted that whole of life insurance should be considered as an alternative. But beyond that statement, I can't see that it actually was.

In any event, PAS should not have encouraged Mr C to prioritise the potential for alternative death benefits through a SIPP over his security in retirement. And overall, I don't think the different death benefits available justified the likely decrease of retirement benefits Mr C incurred by transferring. And I don't think that insurance was properly explored as an alternative.

Suitability of investments

PAS said in the suitability report that, although Firm W, had recommended the SIPP provider and portfolio to Mr C, it was happy those recommendations were suitable for Mr C. As I'm upholding the complaint on the grounds that a transfer out of the DB scheme wasn't suitable, it follows that I don't need to consider the suitability of the investment recommendation. This is because Mr C should have been advised to remain in the DB scheme and so the investments wouldn't have arisen if suitable advice had been given.

Summary

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

Ultimately, I don't think the advice given to Mr C was suitable. He was giving up a guaranteed, risk-free and increasing income. By transferring, Mr C was very likely to obtain lower retirement benefits and in my view, there were no other particular reasons which would justify a transfer and outweigh this. He didn't need flexibility and his income and spending objectives could've been met without having to give up his guaranteed benefits. He also shouldn't have been advised to transfer out of the scheme based on the potential for higher death benefits as this wasn't worth giving up the guarantees associated with his DB scheme and in any event the death benefits were likely to be significantly different that Mr C may've thought based on the CETV.

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

Of course, I have to consider whether Mr C would've looked to transfer anyway, against PAS' advice.

I've considered this carefully. I accept that on being put in contact with PAS, Mr C appears to have already been thinking about transferring and how he might use his pension differently. I can't though rule out that this was on the basis of earlier conversations with Firm W. PAS has also said that Mr C was made aware of the risks involved. And the suitability report does talk about risks. But highlighting risks is not a substitute for suitable advice. And ultimately, while Mr C was provided with a lot of information by PAS, it advised him to transfer out, and I think Mr C relied on that advice.

I'm not persuaded that Mr C would've insisted on transferring out of the DB scheme, against

PAS' advice. Mr C was an inexperienced investor. And although PAS believed he had a 'high medium' attitude to risk, this pension accounted for the majority of Mr C's retirement provision. So, if PAS had provided him with clear advice against transferring out of the DB scheme, explaining why transferring wasn't in his best interests, I think he would've accepted that advice.

I'm not persuaded that the potential appeal of alternative death benefits or flexibility to Mr C was so great that he would've insisted on the transfer knowing that a professional adviser, whose expertise he was paying for and had been recommended to him, didn't think it was suitable for him or in his best interests. And if PAS had explained that Mr C could meet his objectives without risking his guaranteed pension, I think that would've carried significant weight. So, I don't think Mr C would have insisted on transferring out of the DB scheme.

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

PAS has said that it didn't provide ongoing advice about the investment and that the SIPP was recommended by Firm W. So, I have considered whether I should apportion only part of the responsibility for compensating the loss to PAS. In the circumstances, though, I think it fair to make an award for the whole loss against PAS.

PAS should not have recommended Mr C transfer out of his DB scheme. And it was only as a result of PAS' involvement that Mr C transferred the funds held in his DB scheme to the SIPP, as Firm W did not have the relevant permissions to provide this advice. PAS' role was pivotal, since the eventual investments were fully reliant on the funds being transferred first. If that hadn't happened, Mr C couldn't have invested as he did. And PAS did ultimately say it thought those investments were suitable. So, in my view, the entirety of Mr C's loss stems from PAS' unsuitable advice to transfer away from his DB scheme.

Putting things right

A fair and reasonable outcome would be for the business to put Mr C, as far as possible, into the position he would now be in but for PAS' unsuitable advice. I consider Mr C 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 set out its proposals in a consultation document - https://www.fca.org.uk/publication/consultation/cp22-15.pdf

In this consultation, the FCA 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.

A policy statement was published on 28 November 2022 which set out the new rules and guidance-https://www.fca.org.uk/publication/policy/ps22-13.pdf. The new rules will come into effect on 1 April 2023.

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 for the time being. But until changes take effect firms should give customers the option of waiting for their compensation to be calculated in line with the new rules and guidance.

We've previously asked Mr C whether he preferred any redress to be calculated now in line with current guidance or to wait for the new guidance / rules to come into effect. Mr C didn't make a choice, so as set out previously I've assumed in this case he doesn't want to wait for the new guidance to come into effect.

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 C.

PAS 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 C had retired at the time of the advice. But had he been suitably advised not to transfer I think he'd have waited and taken his pension benefits from the DB scheme at the normal scheme retirement age of 60 as he did not need to access benefits to meet his needs at that time. So, this should be the basis for the calculations.

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 C's acceptance of the decision.

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

If the redress calculation demonstrates a loss, the compensation should if possible be paid into Mr C'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 C 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 C within 90 days of the date PAS 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 PAS to pay Mr C.

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.

My aim is to return Mr C to the position he would've been in but for the actions of PAS. This is complicated where investments are illiquid (meaning they cannot be readily sold on the open market) as their value can't be determined, which I understand to be the case here in respect of some of the investments that were held within the SIPP.

To calculate the compensation, PAS should agree an amount with the SIPP provider, or its representative, as a commercial value, then pay the sum agreed to the SIPP plus any costs, and take ownership of the illiquid investment. If PAS is unable to buy the investment, it should give it a nil value for the purposes of calculating compensation. The value of the SIPP used in the calculations should include anything PAS has paid into the SIPP and any outstanding charges yet to be applied to the SIPP should be deducted.

In return for this, PAS may ask Mr C to provide an undertaking to account to it for the net amount of any payment he may receive from the investment. That undertaking should allow for the effect of any tax and charges on what he receives.

PAS will need to meet any costs in drawing up the undertaking. If PAS asks Mr C to provide an undertaking, payment of the compensation awarded may be dependent upon provision of that undertaking.

I understand the SIPP may now only exist because of the illiquid investment. In order for the SIPP to be closed (should Mr C wish to move his investment portfolio) and further SIPP fees to be prevented, the investment needs to be removed from the SIPP. I've set out above how this might be achieved by PAS taking over the investment, or this is something that Mr C can discuss with the SIPP provider, or its representatives, directly. While I'm aware that the SIPP provider appears to be in the process of being wound up, and the process of closing the SIPP may already be in motion, I don't know how long that will take. Third parties are involved, and we don't have the power to tell them what to do.

To provide certainty to all parties, I think it's fair that PAS pay Mr C an upfront lump sum equivalent to five years' worth of SIPP fees (calculated using the previous year's fees). This should provide a reasonable period for the parties to arrange for the SIPP to be closed.

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 PAS 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 Pension Advice Specialists Limited to pay Mr C 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 Pension Advice Specialists Limited to pay Mr C any interest on that amount in full, as set out above.

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

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

If Mr C accepts this decision, the money award becomes binding on Pension Advice Specialists Limited.

My recommendation would not be binding. Further, it's unlikely that Mr C can accept my decision and go to court to ask for the balance. Mr C 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 C to accept or reject my decision before 3 April 2023.

Ben Stoker
Ombudsman