

The complaint

Mr P complains that the advice given to him by Pi Financial Ltd to transfer his pension into a self-invested personal pension (SIPP) to enable an investment into a high-risk investment – the Optima Worldwide Group bond (OWG) – was unsuitable. Mr P states the advice has caused financial loss.

What happened

There are several entities involved in this complaint. These are:

- Pi Financial Ltd (Pi) – regulated financial adviser.
- James Hay (JH) – SIPP provider.
- Strand Capital Limited (Strand) – stockbroker.
- The Legal Partnership (LP) – unregulated introducer.

On 13 February 2014 a letter was sent from Mr P to Pi stating Mr P wished to transfer his pension into a SIPP. This also confirmed that Mr P already had a separate investment adviser who would be dealing with the monies once transferred to the SIPP. A fact find was completed on the same day which recorded Mr P's circumstances and objectives at that time.

Pi's client agreement was also signed by Mr P on 13 February 2014.

The following day – 14 February 2014 – Pi replied to Mr P's letter confirming they would be happy to carry out his request and would commence a search for the most suitable SIPP. This letter stated:

"I will have no input into the investment strategy for your SIPP funds, as you are using a separate investment adviser for this, and therefore I will only be responsible for arranging, and transferring your funds into, the SIPP".

On 18 February 2014 investment knowledge and experience forms were completed and signed by Mr P. Mr P's attitude towards the transfer was also documented at this time in the Pension transfer analysis – attitude questionnaire. This contained sections covering the security of the pension funds, Mr P's attitude to risk and reward and Mr P's priorities for the pension monies now and in retirement.

The suitability letter which documented Pi's advice to Mr P was dated 19 February 2014 (although Mr P signed to confirm receipt a day earlier on 18 February 2014). This suitability letter again noted that no advice was to be given in relation to the underlying investments to be held within the SIPP. The plan to be transferred was a personal pension with a fund value of approximately £53,000. Mr P's objective was recorded as *"You wished me to recommend an appropriate SIPP into which you can transfer your current"* pension policy.

Mr P's attitude to risk (ATR) was confirmed as not being assessed as Mr P was carrying out his own investments with the charges applicable to the new pension being detailed as a

£100 establishment charge and an annual charge of £195. The advice fee levied by Pi was confirmed as 3% which reduced the total transfer value to around £51,800.

Mr P signed the application form for the Strand stockbroking account on 28 February 2014 with application and transfer in forms for the JH SIPP signed by Mr P on 18 March 2014. After the monies had been transferred to JH, £50,000 was sent to Strand for investment on 24 April 2014. This was then subsequently invested into the OWG bond.

Income payments from the OWG bond into the SIPP cash account were paid on:

- 1 August 2014.
- 13 March 2015.
- 25 March 2015.
- 27 August 2015.
- 18 April 2016.
- 16 August 2016.

No income payments were made into the SIPP cash account in March/ April 2017 or August 2017.

On 1 June 2017, JH wrote to Mr P regarding Strand and the OWG bond. This letter confirmed that:

“The Financial Conduct Authority (FCA) confirmed that Strand Capital Limited has entered the Special Administration Regime (SAR) insolvency proceeding on 17th May 2017”.

And

“It should be stressed that this special administration only relates to the Investment Manager, Strand Capital Limited and not the underlying assets they hold on behalf of the pension scheme. e.g. OWG Bond”.

Annual statements for the pension were issued to Mr P by JH showing pension valuations as:

- February 2015 - £55,783.68.
- February 2016 - £59,383.68.
- February 2017 - £62,824.20.
- October 2018 - £62,896.42.
- October 2019 - £12,511.78.

In November 2020, in conjunction with his representatives, Mr P raised a complaint with Pi.

Pi rejected this complaint stating that they were only responsible for the SIPP recommendation and had not given any advice in relation to the subsequent investments made.

The case was referred to us and one of our investigators investigated the complaint. He didn't think the advice was suitable and upheld the complaint.

In response to this Pi raised a question around our jurisdiction in relation to the complaint made by Mr P. They noted the regulatory timescales within which a complaint must be made to fall within our jurisdiction and stated they believed that Mr P had made his complaint too late.

After further discussion, and with no agreement, our investigator issued a second set of findings specifically covering our jurisdiction in this case. These stated that he believed the case had been brought within the appropriate timescales and could be considered further. Pi did not agree and as such the case was passed to me.

I issued a provisional decision which included both the jurisdictional issues and the merits of the complaint. This stated:

“Firstly, I have considered the jurisdictional issues at hand.

The Financial Ombudsman Service cannot consider every complaint registered, with the rules about what falls within our jurisdiction laid out by the Financial Conduct Authority (FCA).

The FCA handbooks set out the rules that we must follow. They state that we can't consider a complaint if it has been referred to our service more than:

- Six years after the event complained of; or (if later)*
- Three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint;*

Unless:

- In the view of Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was a result of exceptional circumstances.*

In this case the event occurred more than six years before the Mr P raised his complaint. As such I have focussed on when Mr P became aware – or when he ought reasonably became aware – he had cause to complain.

The complaint was registered with Pi on 12 November 2020, and in their response to the findings issued by our investigator Pi have stated that the missed income payments in March/ April 2017 and August 2017 in conjunction with the April 2017 letter from JH would (or should) have given Mr P adequate cause for concern, and as such the complaint should be considered too late.

Dealing firstly with the missing income payments, these should have been paid into the SIPP bank account – not Mr P's own personal bank account. As such, Mr P's day-to-day finances would have been unaffected, and he would only have become aware these payments were missing upon receipt of his pension statement. A statement was issued in February 2017 however this was before any income payments were due and as such would not have highlighted any concern.

I do not consider the June 2017 letter itself would have been a significant enough cause of concern to Mr P either. The letter is clear that whilst Strand had entered the Special Administration Regime the OWG bond itself was unaffected. The letter also explained that appropriate steps were being taken to retrieve any client monies held by Strand.

A Financial Services Compensation Scheme payment of £788.99 in respect of client monies held by Strand was paid into the SIPP bank account on 16 May 2018. This would have been indicated on the next statement issued in October 2018.

The fact this payment was smaller than the missing income payments from the OWG bond explains why the value of the pension in October 2018 was only marginally larger than indicated in the February 2017 statement.

Given the OWG bond was meant to provide guaranteed returns that should have resulted in a much larger increase in value I have considered whether October 2018 is the date at which Mr P should have been aware of a cause for complaint.

Overall, I agree with the outcome reached by our investigator in that the first cause for concern on Mr P's part about the role played by Pi was in October 2018 when the JH statement showed the value of the pension was not as high as it should have been.

Given this date, the complaint was made within the three-year timeframe detailed above and as such the case is one which we can consider further.

I have therefore gone on to consider the complaint itself.

In response to the complaint Pi have noted that:

- They did not provide advice on the pension switch or underlying investments and only provided limited advice based on specific instructions given by Mr P. Given their role, Pi state they should only be held accountable for the suitability of the SIPP product and not the pension transfer nor any losses incurred on the subsequent investments.*
- Mr P had already decided on a course of action and even if Pi had given alternative advice, Mr P would simply have found someone else to complete the transaction. As such, Pi cannot be held accountable for any losses incurred.*
- Mr P had been clear that another party was acting as investment manager and that Pi did complete due diligence on Strand / Horizon Stockbrokers.*

In deciding what is fair and reasonable in this case I have considered the relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time of advice.

Within this decision I have given key consideration to the FCA's Principles for Businesses (PRIN) which apply to all authorised firms including Pi. Of particular relevance to this complaint are:

PRIN 2: A firm must conduct its business with due skill, care and diligence.

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

PRIN 9: "A firm must take reasonable care to ensure the suitability of its advice and discretionary decisions for any customer who is entitled to rely upon its judgment".

Also key to this decision is COBS 9, which applies where a firm makes a personal recommendation in relation to a designated investment.

COBS 9.2.1(1):

"A firm must take reasonable steps to ensure that a personal recommendation, or a decision to trade, is suitable for its client".

COBS 9.2.1 (2)

“That when making a personal recommendation, a firm ‘must obtain the necessary information regarding the client’s:

(a) knowledge and experience in the investment field relevant to the specific type of designated investment or service;

(b) financial situation; and

(c) investment objectives; so as to enable the firm to make the recommendation, or take the decision, which is suitable for him”.

COBS 9.2.2

“(1) A firm must obtain from the client such information as is necessary for the firm to understand the essential facts about him and have a reasonable basis for believing, giving due consideration to the nature and extent of the service provided, that the specific transaction to be recommended, or entered into in the course of managing:

(a) meets his investment objectives;

(b) is such that he is able financially to bear any related investment risks consistent with his investment objectives; and

(c) is such that he has the necessary experience and knowledge in order to understand the risks involved in the transaction or in the management of his portfolio.

(2) The information regarding the investment objectives of a client must include, where relevant, information on the length of time for which he wishes to hold the investment, his preferences regarding risk taking, his risk profile, and the purposes of the investment.

(3) The information regarding the financial situation of a client must include, where relevant, information on the source and extent of his regular income, his assets, including liquid assets, investments and real property, and his regular financial commitments”.

Was advice given and was that advice suitable

Regulated activities specified for the purposes of section 22 of the Financial Services and Markets Act 2000 (FSMA) were set out in the Regulated Activities Order (RAO) and included:

Advising on investments

53. Advising a person is a specified kind of activity if the advice is –

(a) given to the person in his capacity as an investor or potential investor, or in his capacity as agent for an investor or a potential investor; and

*(b) advice on the merits of his doing any of the following (whether as principal or agent) –
(i) buying, selling, subscribing for or underwriting a particular investment which is a security or a relevant investment, or*

(ii) exercising any right conferred by such an investment to buy, sell, subscribe for or underwrite such an investment.

Part III of the RAO listed the kinds of investment which are specified for the purposes of section 22 of FSMA. This included:

Article 82, "Rights under a pension scheme" which at the time read.

(1) Rights under a stakeholder pension scheme.

(2) Rights under a personal pension scheme.

The file is clear in this case that based on the above there was an advisory relationship between Pi and Mr P. The initial letter from Mr P to Pi asks, "could you please recommend a suitable SIPP provider for me . . ." with the suitability letter produced by Pi states clearly in the introductory paragraphs "My advice is based on the information you have provided" and "You instructed me to specifically limit my advice to your pension planning and setting up a Self Investment Personal Pension (SIPP) . . ."

The tone and content of the suitability letter is consistent throughout and as such I am satisfied that Pi made a personal recommendation and gave a regulated advice on the SIPP to Mr P and as such the obligations under COBS 9 apply.

In response to the complaint by Mr P, Pi have stated that their role was limited to giving advice on a suitable SIPP product with no advice being given by them in relation to either the pension transfer or the investment into the OWG bond.

Are Pi entitled to rely on this "limited retainer"?

Based on the rules, regulations, and guidance in force at the time of advice I do not believe Pi acted fairly or reasonably in restricting their advice solely to the SIPP product itself.

In 2013 the FCA published an alert when they became concerned that regulated financial advisers were not applying the rules correctly. This alert specifically covered situations where the underlying investments consumers intended to make were not factored into the advice being given. This alert stated:

"The FSA's view is that the provision of suitable advice generally requires consideration of the other investments held by the customer or, when advice is given on a product which is a vehicle for investment in other products (such as SIPP's and other wrappers), consideration of the suitability of the overall proposition, that is, the wrapper and the expected underlying investments in unregulated schemes".

"Financial advisers using this advice model are under the mistaken impression that this process means they do not have to consider the unregulated investment as part of their advice to invest in the SIPP and that they only need to consider the suitability of the SIPP in the abstract. This is incorrect".

"For example, where a financial adviser recommends a SIPP knowing that the customer will transfer out of a current pension arrangement to release funds to invest in an overseas property investment under a SIPP, then the suitability of the overseas property investment must form part of the advice about whether the customer should transfer into the SIPP. If, taking into account the individual circumstances of the customer, the original pension product, including its underlying holdings, is more suitable for the customer, then the SIPP is not suitable".

This alert was not new guidance which altered the rules advisers must follow, this was a reminder of an adviser's responsibilities under the COBS rules detailed above. As such I

consider it clear that Pi should have considered the underlying investments that were intended by Mr P.

In this case Pi knew that the intention was to transfer funds into a SIPP and then invest into the high risk OWG bond. Pi also knew that this process had been set in motion by an unregulated adviser who had referred a number of clients to Pi and as such I believe they bore a duty of care to Mr P to ensure he understood the potential risks and consequences of his actions as part of their advice process, whether Mr P had requested this or not.

In support of their stance that their role was limited, Pi have referred to COBs 11.2.19 which states “whenever there is a specific instruction from the client, the firm must execute the order following the specific instruction”. However, COBS 2.1.2R sets out clearly that a firm must not seek to exclude or restrict; or rely on any exclusion or restriction of any duty or liability it may have to the client under the regulatory system. So, Pi couldn’t limit their obligation in COBS 9 by taking instructions from Mr P to only consider the SIPP wrapper in isolation.

Overall, regardless of the “limited” advice Pi sought to give Mr P, the regulation in place at the time means that they had to consider the suitability of the pension switch, the suitability of the SIPP and the suitability of the underlying investments intended by Mr P.

Was the advice given by Pi suitable?

Mr P’s circumstances at the time of advice were documented in the fact find. This confirmed he was 48 years of age and married and in good health. Mr P was self-employed earning £12,000 per annum, expenditure was not discussed in detail but disposable income of £500 per month was noted with no details of a mortgage or existing savings / investments recorded.

The knowledge and experience assessment completed by Pi at the time of advice shows Mr P had received advice before on his personal pension contract and that he considered himself to have a “reasonable knowledge” of investments because of this.

Within their response to this complaint Pi have confirmed they did due diligence on the OWG investment and as such must have known what Mr P’s intentions were. The OWG bond was invested in loan notes which are not regulated and considered relatively high risk.

I think that it is clear from the fact find and additional documents completed by Pi at the time of advice that Mr P did not have the appropriate level of investment experience or knowledge to adequately appreciate the risks associated with this unregulated investment. In addition to the “usual” risks of investment loss, this course of action exposed Mr P to additional risks around the liquidity of his pension funds and a lack of diversification.

Whilst the suitability letter noted that Mr P’s ATR had not been assessed, the Pension transfer analysis – attitude questionnaire did include some ATR questions. Having looked at the answers given by Mr P and factoring in the risk level associated with his existing investment, I can find no evidence to support the conclusion that Mr P could be considered as being a high-risk investor.

Whilst the suitability letter noted Mr P did not believe a risk profile assessment was necessary, the fact remains that Pi were required to complete such an assessment in order to ensure the overall recommendation made was suitable.

I have concluded that the transfer to the SIPP and investment into OWG was unsuitable for Mr P.

Pi knew - or ought to have known - that the intended investment into OWG was too high risk and unsuitable for Mr P. However, they recommended a SIPP and arranged the paperwork to facilitate the OWG investment.

Overall, had Pi followed the rules and regulations in force at the time they would have explained that the intended investments were too high risk and that a suitable course of action would have been to retain the existing personal pension.

In my view Pi were in breach of the Principles and COBS when they recommended the SIPP and helped Mr P arrange the paperwork for investments which were clearly not suitable for him. I do not therefore consider that Pi's actions in their dealings with Mr P were fair or reasonable in the circumstances.

Would Mr P have transferred his pension and invested into the OWG bond whether Pi had advised on the SIPP or not?

As part of their response to this complaint, Pi have stated that Mr P had already decided on a course of action and as such would have still transferred and invested into the OWG bond even if they had advised against this.

It is apparent that Mr P did enter into the advice process with a pre-conceived idea around what he was going to do. It is possible that LP had influenced Mr P in this regard. It is also possible that Mr P had been provided some of the product literature around the OWG bond and may have been informed around some of its key features. This does not however prove that Mr P's mind was definitively made up about either the pension transfer or the OWG bond.

Pi were the professional, regulated financial advice business that Mr P was referred to. Had they given clear advice about their role and responsibilities, explained the unregulated nature of the other parties involved and the key potential consequences of the proposed OWG investment, I see no reason to doubt that Mr P would have followed any advice given.

As above, Mr P was not an experienced investor so I do not believe it is reasonable to conclude that had he been given the choice of following the advice given by a fully regulated and qualified financial adviser (Pi) or proceeding based only on the information provided to him by an unregulated introducer using a product brochure he would have discounted this advice and proceeded with the transfer / investment regardless.

Overall, Pi should have advised against the transfer and, had it done so, I am satisfied that Mr P would have followed that advice and retained his existing pension.

Even if Mr P had rejected Pi's advice, the FCA rules and regulations allow for this. Pi could then have fully documented their suitable advice to retain the existing pension, documented Mr P's wish to reject this advice and – in full possession of all the relevant risk warnings – proceeded on an insistent customer basis.

Whilst I appreciate it is impossible for me to know exactly what would have occurred had alternative advice been given, I have to make my decision based on the weight of evidence on file and the balance of probabilities.

Based on this, I have concluded that had Pi recommended Mr P retain his existing pension, he would have followed that advice”.

Within my provisional decision I asked both Mr P and Pi to provide any additional commentary or evidence they wished to be taken into consideration by 27 March 2023.

Mr P has simply confirmed that he is willing to accept the outcome. Pi have provided no additional commentary or evidence within the timescales set out.

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.

As above, following the issuance of my provisional decision neither party have provided any additional commentary or evidence and as such I have concluded the provisional decision issued provides a fair and reasonable outcome to the issues at hand, therefore I am not making any changes to it.

Putting things right

The redress instructions below are intended to put Mr P as close as possible to the position he would be in now had suitable advice been given by Pi and are the same as those laid out in my provisional decision.

I have found that Pi gave Mr P unsuitable advice and if it wasn't for their advice, Mr P more likely than not would have retained his existing pension. Having considered all the evidence and arguments, I consider it fair that Pi compensates Mr P for any losses he suffered by transferring into the SIPP and investing into the OWG bond.

As above, I think Mr P would have retained his existing pension but for Pi's errors. As Mr P would not have transferred his pension or invested in the OWG bond had Pi acted appropriately, I consider the losses Mr P suffered from the high-risk investment a result of Pi's unsuitable advice.

Fair compensation

My aim is that Mr P should be put as closely as possible into the position he would probably now be in if he had been given suitable advice.

I think Mr P would have remained with his previous provider, however I cannot be certain that a value will be obtainable for what the previous policy would have been worth. I am satisfied what I have set out below is fair and reasonable, taking this into account and given Mr P's circumstances and objectives when he invested.

What must Pi do?

To compensate Mr P fairly, Pi must:

- Compare the performance of Mr P's investment with the notional value if it had remained with the previous provider. If the actual value is greater than the notional value, no compensation is payable. If the notional value is greater than the actual value, there is a loss and compensation is payable.
- Pi should also add any interest set out below to the compensation payable.
- If there is a loss, Pi should pay into Mr P's pension plan to increase its value by the amount of the compensation and any interest. 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 Pi is unable to pay the compensation into Mr P'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 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 P won't be able to reclaim any of the reduction after compensation is paid.
- The notional allowance should be calculated using Mr P's actual or expected marginal rate of tax at his selected retirement age.
- It's reasonable to assume that Mr P is likely to be a basic rate taxpayer at the selected retirement age, so the reduction would equal 20%. However, if Mr P 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 Pi or Mr P 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 P receives appropriate compensation. It won't be possible for us to amend this assumption once any final decision has been issued on the complaint.
- Pay Mr P £300 for the distress caused by the investment loss. Mr P's pension was a significant proportion of his retirement planning and the losses incurred would have undoubtedly caused significant distress.
- Income tax may be payable on any interest paid. If Pi deducts income tax from the interest, it should tell Mr P how much has been taken off. Pi should give Mr P a tax deduction certificate in respect of interest if Mr P asks for one, so he can reclaim the tax on interest from HM Revenue & Customs if appropriate.

Portfolio name	Status	Benchmark	From ("start date")	To ("end date")	Additional interest
James Hay SIPP	Still exists but illiquid	Notional value from previous provider	Date of investment	Date of my final decision	8% simple per year from final decision to settlement (if not settled within 28 days of the business receiving the complainant's acceptance)

Actual value

This means the actual amount payable from the investment at the end date.

It may be difficult to find the *actual* value of the portfolio. This is complicated where an asset is illiquid (meaning it could not be readily sold on the open market) as in this case.

Pi should take ownership of the illiquid assets by paying a commercial value acceptable to

the pension provider. The amount Pi pays should be included in the actual value before compensation is calculated.

If Pi is unable to purchase the portfolio the *actual value* should be assumed to be nil for the purpose of calculation. Pi may require that Mr P provides an undertaking to pay Pi any amount he may receive from the investment in the future. That undertaking must allow for any tax and charges that would be incurred on drawing the receipt from the pension plan.

Mr P has received a compensation payment of £788 into his SIPP from the Financial Services Compensation Scheme (FSCS) after the liquidation of Strand. This was the remaining cash amount which was held by them. This payment will be included in the actual value, so no further adjustment is needed to account for this.

Pi will need to meet any costs in drawing up the undertaking.

Notional Value

This is the value of Mr P's investment had it remained with the previous provider until the end date. Pi should request that the previous provider calculate this value.

Any additional sum paid into the James Hay SIPP should be added to the *notional value* calculation from the point in time when it was actually paid in.

Any withdrawal from the James Hay SIPP should be deducted from the notional value calculation at the point it was actually paid so it ceases to accrue any return in the calculation from that point on. If there is a large number of regular payments, to keep calculations simpler, I'll accept if Pi totals all those payments and deducts that figure at the end to determine the notional value instead of deducting periodically.

If the previous provider is unable to calculate a notional value, Pi will need to determine a fair value for Mr P's investment instead, using this benchmark: For half the investment: FTSE UK Private Investors Income Total Return Index; for the other half: average rate from fixed rate bonds. The adjustments above also apply to the calculation of a fair value using the benchmark, which is then used instead of the notional value in the calculation of compensation.

The James Hay SIPP only exists because of illiquid assets. In order for the James Hay SIPP to be closed and further fees that are charged to be prevented, those investments need to be removed. I've set out above how this might be achieved by Pi taking over the investment, or this is something that Mr P can discuss with the provider directly. But 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. If Pi is unable to purchase the investment, to provide certainty to all parties I think it's fair that it pays Mr P an upfront lump sum equivalent to five years' worth of wrapper fees (calculated using the fee in the previous year to date). This should provide a reasonable period for the parties to arrange for the James Hay SIPP to be closed.

Why is this remedy suitable?

I've chosen this method of compensation because:

- Mr P wanted Capital growth with some risk to his capital.

- If the previous provider is unable to calculate a notional value, then I consider the measure below is appropriate. Mr P was assessed as medium risk as part of the advice process and as such I consider the benchmark recommended an appropriate approximation should the previous pension provider be unable to provide a notional value.
- The average rate for the fixed rate bonds would be a fair measure for someone who wanted to achieve a reasonable return without risk to his capital.
- The FTSE UK Private Investors Income Total Return index (prior to 1 March 2017, the FTSE WMA Stock Market Income total return index) is made up of a range of indices with different asset classes, mainly UK equities and government bonds. It's a fair measure for someone who was prepared to take some risk to get a higher return.
- I consider that Mr P's risk profile was in between, in the sense that he was prepared to take a small level of risk to attain his investment objectives. So, the 50/50 combination would reasonably put Mr P into that position. It does not mean that Mr P would have invested 50% of his money in a fixed rate bond and 50% in some kind of index tracker investment. Rather, I consider this a reasonable compromise that broadly reflects the sort of return Mr P could have obtained from investments suited to his objective and risk attitude.

My final decision

I uphold the complaint. My decision is that Pi Financial Ltd should pay the amount calculated as set out above.

Pi Financial Ltd should provide details of its calculation to Mr P in a clear, simple format.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 April 2023.

John Rogowski
Ombudsman