

## **The complaint**

Ms T has raised several issues about the service and advice received from Thornton & Baines Independent Financial Advisers Limited (T&B Ltd) which I have summarised below.

- Ms T is unhappy with the overall levels of service and communication she has received from T&B Ltd. She says there were delays and numerous changes to her points of contact.
- Ms T is unhappy with the fees deducted from her ISA account. She says these were taken incorrectly and have now lost their tax efficient status.
- Ms T is unhappy with the advice received in March 2020 to move her ISA and pension investments into a cash fund and the ongoing advice to retain these monies in cash for so long. She says this has led to investment loss and loss of growth as investment markets improved after the Covid-19 pandemic.

## **What happened**

On 14 March 2020 T&B Ltd contacted Ms T via email to inform her of a new investment management proposition being offered to clients. This would move clients into a discretionary fund management service (DFM) which would allow changes to be made to clients' investments by the DFM without prior agreement or acceptance being sought from individual clients.

This communication also recommended that clients move their funds into cash given the "financial landscape".

T&B Ltd confirmed that "As we are delighted with the new service, we are advising all of our model portfolio clients, to switch into cash. While we prepare the final details of the offer, then we will endeavour to come back within two weeks, with the final details" and then proceeded to give clients three options, move into cash and consider the new offer, remain invested but consider the new offer or remain invested and reject the new offer at this time.

On 16 March 2020 in a follow up to the earlier email, Ms T had a call with her adviser at T&B Ltd. The transcript for this call confirms that both the new DFM investment proposition and the move of existing investments into cash were both discussed. It is clear that Ms T was confused by the initial email and unclear about whether the move to cash and the new DFM offering were linked issues. The discussion between the adviser and Ms T does show that any confusion was cleared up. The adviser explained that the new DFM offering and the recommendation to move all holdings to cash in the wake of the impact of Covid-19 on investment values, were separate issues.

The adviser explained that the move to cash was being recommended to protect investment values from further potential falls in value and would be executed as soon as possible if

Ms T agreed. Discussions also took place about the uncertainty in the markets and the various unknowns about the pandemic including how long issues may persist.

The adviser made the below statements regarding the uncertainty of the proposed action and how long the cash investments may be recommended for.

*“It's you know, you're stuck between the devil and the deep blue sea once you make the decision to hit the pause button and actually markets bounce.”*

*“We certainly don't think that there would be any improvement from a public health perspective for at least the next month.”*

*“The government's suggestion, actually the medical officer was on record over the weekend, suggesting that actually the worst of UK cases could be as far away as four months from now. Which you know this is, to some extent we can kind of have a clue but what we have said to ourselves is that this is not going to be resolved in two weeks' time. We can't see the situation whereby we're going to say to people, there are these miracle cures, marketing out, you know return to normal, this is so this never happened. This is a world changing event.”*

*“Pandemics from the research we've done, last for 36 months and with the UK quite happy for it to run rife then it's going to keep circling the globe they feel because there's already two strains of this from what I've read.”*

*“Just leave it [the investments] there and hope it does recover. By leaving it there you've of course got the prospect of catching the whole of any recovery because of course the money remains invested, the drawback is if it drops to a lower level before that happens.”*

The overall result of the call was that the sale and move to cash of all investments (both ISA and pension) held by Ms T was agreed, with the new DFM proposal to be re-visited at a later date.

On 30 March 2020 the new DFM proposition was agreed by Ms T with a request made that income payments from the pension be ceased in order to protect its value.

Throughout May and June 2020 Ms T held numerous telephone conversations with a paraplanner at T&B Ltd. These conversations related to the ongoing move to the new DFM service, the issuance of appropriate paperwork about this new service, the status of her pension and ISA accounts and problems with income payments not being stopped as requested.

Ms T's issues and questions were not being answered to her satisfaction by the paraplanner and as such Ms T requested she be put into contact with her actual financial adviser. The issues faced by Ms T during these calls included the fact that some of the information provided by the paraplanner about the new DFM proposition did not correlate to the product information which she had been provided. Additionally, Ms T considered some of the conversations with the paraplanner could be considered advice, something which the paraplanner was not qualified to provide.

The new adviser contacted Ms T in late June 2020. Following this a further risk profiling exercise was undertaken which again resulted in Ms T being assessed as a cautious investor. The advice given was to remain in cash funds due to the uncertainty in the investment markets at that time. The advice to retain the cash-based funds remained the same until the phased re-investment of these funds commenced in November 2020.

Contact between Ms T and her new adviser continued in July 2020, and in August 2020 T&B Ltd paid Ms T £720 as a refund of additional tax paid as a result of delays in stopping

income payments from her pension.

Ms T remained unhappy with T&B Ltd and registered a complaint with them on 9 September 2020. This complaint documented numerous issues that Ms T was unhappy with. T&B Ltd issued their response on 11 November 2020 responding to each point in turn. T&B Ltd offered to refund fees of £189.86 taken in error and offered £100 as a gesture of goodwill in relation to the levels of service which had been provided. Other complaint points noted by Ms T were rejected by T&B Ltd.

Ms T did not agree with the outcome issued. Further letters and emails were exchanged between Ms T and T&B Ltd, however, as no agreement could be reached the complaint was referred to this service.

Our investigator looked into things and broke the complaint down into three key areas. With regard to the investment advice (to move funds into cash) the investigator did not believe the advice was unsuitable and as such did not uphold this element of the complaint.

In respect of the service received by Ms T over the time period above, the investigator concluded that this had fallen short of what could be expected and as such recommended T&B Ltd pay £200 to cover the trouble and upset caused.

Finally, with regard to the fees that had been deducted by T&B Ltd our investigator agreed that these should not have been taken and recommended that these be refunded. T&B Ltd had already accepted that an amount of £189.86 was taken in error and offered to refund this, Ms T had however requested this amount be increased to reflect the fact that it had been taken from her ISA and as such would have benefitted from tax free growth over time.

Our investigator did not agree and stated that the £189.86 could be returned to the ISA by Ms T and as such no additional redress was required.

T&B Ltd accepted the findings however Ms T did not. The primary reason for this was that the issue around her ISA and pension investments remaining in cash for an extended period of time had not been covered within the findings issued.

The original investigator did not specifically cover this issue stating that this had not previously been raised with T&B Ltd and as such could not be considered by this service.

Having looked at the documentation on file I noted that Ms T had in fact raised the issue around her ISA and pension funds being retained in cash for a prolonged period of time in her complaint letters to T&B Ltd and as such I have considered this point, as well as the others raised within my Provisional Decision.

My Provisional Decision stated:

*“As per the findings issued by the investigator, I have also dealt with each of the complaint points separately and detailed my decision below.*

*Advice*

*A first point I think it is important to clarify is that the purpose of my investigation is not to establish if alternative advice would have ultimately been more profitable for Ms T, but only to establish if the advice given was suitable given what was known at that time.*

*I would like to start by noting that the advice process followed in this case is not a typical one. The typical documentation associated with full financial advice was not completed at*

*the time funds were moved into cash. Ordinarily documentation such as a fact find, suitability letter and product illustrations would be produced to record a consumer's circumstances and objectives as well as explain why the recommended course of action was deemed suitable.*

*In this case T&B Ltd took the decision to recommend all their consumers move their investments into cash to prevent losses should investment markets fall further due to the Covid-19 pandemic. Given this was the only change being recommended at the time (notwithstanding the recommended move to a new DFM solution), and given the unprecedented challenges being faced by both consumers and businesses at that time, I do not consider the process followed by T&B Ltd to have been unreasonable.*

*As I have previously noted whether the advice to move to cash to prevent possible further losses in investment values subsequently turned out to be the most profitable advice for Ms T is not the purpose of this decision, my focus is on whether it was appropriate to make such a recommendation to Ms T.*

*Prior – and after – the move of the monies to cash, they were invested in risk-based funds aligned to Ms T's cautious attitude to risk. Holding solely cash based investments does not fit with Ms T's risk profile, however, the recommended move to cash was not made based on it being a long term fit for Ms T.*

*Having read the email sent proposing the move to cash and studied the content of the follow up call between Ms T and her adviser, I consider it clear that this advice was intended only as a response to the market uncertainty caused by the Covid-19 pandemic. The move to cash-based funds was never portrayed as being a suitable, long-term strategy for the ISA or pension monies. The adviser was clear that whilst the move into cash-based investments would prevent further potential further falls in the value of the investments, there was a risk that markets could bounce back whilst the monies remained in cash. As such, the advice was not risk free. The move to cash would protect the current value of the investments but potentially hamper any recovery in value should markets improve whilst they remained in cash. It was on this basis, and after these warnings, that Ms T agreed to the advice.*

*Whilst recommending a cautious investor hold solely cash based investments over the longer term would not be considered suitable advice, I consider it a reasonable recommendation given the unprecedented market uncertainty at the time.*

*I have also considered the additional point made by Ms T around the length of time the monies were held in cash-based funds. From the original move to cash in March 2020 the re-investment of the monies did not commence until November 2020. Whilst this may have been longer than Ms T had originally anticipated, I do not believe T&B Ltd acted inappropriately.*

*The original email and follow up call in March 2020 did not make any mention of a specific timeframe over which the funds would remain in cash with several different possible timeframes mentioned. The chain of events above, and the content of the communication between T&B Ltd and Ms T, shows that Ms T had become concerned about the length of time monies had been held in cash prior to their re-investment, and hindsight does show that re-investment at an earlier date would have been more profitable, however, as above this information would not have been available to T&B Ltd at the time. As such, whilst I can now say that it would have been better to re-invest earlier, this does not make the advice to retain the cash-based investments until November 2020 unsuitable.*

*Within the complaint made to T&B Ltd, and in her submissions to this service Ms T has noted that the pension and ISA investments lost significant value – around £26,000 combined – as a result of T&B Ltd's advice. There has been no complaint made about the*

*suitability of the pre-existing investments held by Ms T prior to their move into cash in March 2020 and as such I have not commented on this further, however I would note that the losses in value occurred when these pre-existing investments fell in value, with the losses being 'fixed' or crystallised when the investments were sold and moved to cash in March 2020. As such I do not consider the T&B Ltd advice to move to cash responsible for the losses identified.*

*Overall, I have reached the same conclusions as our investigator regarding the advice given by T&B Ltd. I do not consider the advice unsuitable and as such am not upholding this element of the complaint.*

#### *Service*

*With regard to the service provided to Ms T, T&B Ltd have accepted our investigator's conclusion that this did not meet the standard required and agreed to pay the £200 recommended.*

*Having looked at the chain of events above I have come to the same conclusion as our investigator, the service received by Ms T did not meet the standard which could reasonably be expected.*

*There are several issues which undoubtedly contributed to this.*

*Whilst I can appreciate that the initial email covering the switch of all investments to cash and introducing the new DFM proposition caused some initial confusion, there was a follow up call with the appropriate adviser two days later to clarify any issues and as such I think T&B Ltd acting reasonably at that time.*

*Following on from that, I can see changes within T&B Ltd led to Ms T having contact with numerous members of staff over a relatively short period of time. Given this was in contrast to how Ms T had previously engaged with T&B Ltd, it is understandable that this change would cause concern, especially at a time when changes to the service offering were being undertaken and during the market volatility associated with the Covid-19 pandemic.*

*It is also clear that there were issues with the provision of requested paperwork in a timely manner and in the correct production of statements. Additionally, during this time there was also the issue of income payments not being stopped as agreed – although I note that this was subsequently corrected, the error itself would have undoubtedly impacted Ms T's assessment of the level of service being received.*

*T&B Ltd accepted that their service had not been appropriate and offered £100 by way of compensation, our investigator recommended this be increased to £200, something T&B Ltd agreed to. Ms T for her part did not accept this and has suggested that a refund of the fees paid to T&B Ltd should be offered given the servicing issues faced and the lack of access to a regulated qualified adviser from March to June 2020.*

*During this time Ms T was following T&B Ltd's companywide view that their consumers should retain their investments in cash-based funds. As such there is no reason to assume that a different service level, or access to her new financial adviser earlier than transpired would have changed any of her underlying investments. Indeed, we can see that even when the new adviser was in place from June 2020 onwards, the investments remained in cash until November 2020.*

*Overall, whilst I agree with Ms T that the level of service provided did not meet the required standards, I consider requesting T&B Ltd to return all fees levied excessive. Whilst the level*

*of service was not at the required level, Ms T could still contact the T&B Ltd, get information, and have some of her complaints investigated and redressed appropriately. As such I consider it disproportionate to recommend all the fees paid by Ms T be refunded.*

*Whilst I appreciate that this may disappoint Ms T, I have reached the same conclusion as our investigator, that an amount of £200 is sufficient to cover the distress and inconvenience caused by the service received over the timeframe in question.*

### *Fees*

*It is clear that fees were taken incorrectly. All parties have agreed that an amount of £189.86 should not have been taken.*

*The area of disagreement relates to the proposed redress offered in relation to this issue.*

*T&B Ltd have offered to refund this amount with Ms T for her part not agreeing that the offer is fair on the basis that the fees were taken from her ISA and as such would have benefited from tax efficient growth over time. This tax efficiency has now been lost.*

*T&B Ltd and our investigator agreed that the refund of the fees themselves was sufficient compensation for this issue as the fees themselves could be returned to the ISA in order that they benefit from tax efficient growth in future. Whilst it is the case that in some instances, for some ISAs, monies withdrawn can be returned to the ISA it is not clear in this case if Ms T's ISA would allow this. Additionally, HMRC rules state that withdrawn funds have to be returned in the same tax year and as such this option is likely no longer possible for Ms T.*

*So, I have proceeded on the basis that Miss T likely couldn't return the fees to her ISA.*

*With this in mind, I have considered carefully whether the offer of simply returning the fees is sufficient in this case. Ms T's point that the fees themselves should have been retained within the ISA to benefit from tax efficient growth over future years is valid.*

*Ms T would have lost out on investment growth as a result of the fees being taken erroneously and further losses could be incurred by Ms T by way of tax payable on any growth on the £189.86 over future years. This future loss is impossible to calculate as any future growth rates on the underlying investments are unknown and tax rates themselves are subject to possible change over time. Additionally, I would note that should Ms T not maximise her personal ISA allowance in any future tax year, then an argument could be made that the £189.86 could be then contributed to the ISA, stopping any further losses.*

*The Financial Ombudsman Service is an informal complaint resolution service that looks to resolve complaints when a business and its customers cannot reach an agreement. Any redress instructions I give are designed to place a consumer into a position they would most likely be in had a business error not occurred. In cases where errors have been made in the administration of an investment a typical redress instruction may involve re-modelling the investment in question to remove the impact of any error. In this case however producing such a calculation would place a significant evidentiary burden on both T&B Ltd and Ms T with the number of variables and assumptions meaning the end result would still be a wide approximation. Additionally, I have to consider this evidentiary burden in light of the investment amounts at stake, with there being significant amounts of work for all parties in order to perform a redress calculation on a relatively small amount of £189.86.*

*In order to resolve the issue in as timely a manner as is possible, whilst ensuring as fair and as reasonable an outcome as possible I have concluded that T&B Ltd should pay Ms T an additional £50 to cover any lost growth and possible future losses on the incorrectly*

*withdrawn fees.*

*I believe this amount is appropriate to cover any tax that may have been payable on any future growth on the £189.86 over the coming years. Whilst this amount is likely to over-compensate Ms T, I still consider it a fair compromise given it reduces the amount of work required of T&B Ltd.*

*As above I would repeat here that it is our usual process to ask businesses to complete accurate redress calculations to best return a consumer to their correct circumstances however do not believe that is reasonable in this case for the reasons given above.”*

In response to the Provisional Decision T&B Ltd confirmed they were willing to accept what I had said.

Ms T did not agree and provided further information and commentary she wished to be taken into account.

Ms T noted:

- That the summary of the complaint included within the provisional decision could be expanded to include the fact that the service issues faced amounted to a breach of her contact with T&B Ltd.
- That the issues faced, and the distress and inconvenience caused are a breach of the FCA principles of business and as such fees amounting to £1,630 (approximately six months fees) should be returned.
- Fees taken incorrectly have not yet been returned and have lost their tax efficient status.
- The initial email from T&B Ltd in March 2020 was “muddled and confused” and led Ms T to believe the move to cash would only be for a short period. The documentation around the DFM proposition was delayed and the service levels provided led to Ms T being without an IFA over this time, when investment markets were improving.
- The lack of an IFA for three months from March to June 2020 led to investments being retained in cash despite risk assessments identifying a risk level of 3 – a risk level which was disregarded.
- Key information such as key features documents and provider charges should have been provided soon after the move to cash and as these were not explained at the time provider charges totalling £500.39 should also be returned. Had Ms T been aware the cash fund had charges she would have moved the funds to her bank instead.
- The advice to retain the monies in cash has led to losses of around £8,000 on her pension and £16,500 on her ISA as investment markets improved over time.
- T&B Ltd did not engage with Ms T’s attempts to discuss alternative options for the pension monies and that T&B Ltd did not explain that it was not mandatory for her to have an IFA for her pension investment.

Ms T also noted specific points about the “advice”, “service”, “fees” and “putting things right” sections of the Provisional Decision, which I summarise below.

## Advice

- The move to cash did not consider Ms T's individual needs with no alternatives discussed.
- In the months after the move to cash Ms T did not have access to a qualified IFA, instead dealing with a paraplanner who was not adequately supervised or trained.
- The move to cash was agreed in the belief there would be regular contact with an IFA who would arrange re-investment as soon as markets began to rise.
- Given fees had been paid upfront, T&B Ltd should have adequate staff to provide appropriate advice and service. Investment returns from other providers show that better insight and foresight was possible. As such Ms T's investments should be compared to industry benchmarks.
- Ms T was not able to speak to anyone at T&B Ltd until after 3pm on 16 March 2020 and as such the move to cash was delayed - further increasing losses.

## Service

- The fees paid for the poor service during the time period in question equate to £1,630 and it is this amount which should be returned.
- The lack of an available IFA after March 2020 meant Ms T could not make fully informed decisions about the advice being given and when an IFA did become available additional options were not discussed, with T&B Ltd's single policy of remaining in cash the only option offered.
- Even after an initial informal complaint in June 2020, the levels of service provided did not improve.
- The frustration felt led Ms T to move her ISA away from T&B Ltd in September 2020 with the pension only moved much later once Ms T became aware that she did not need to have an IFA act for her on this account.

## Fees

- Ms T noted that despite it being agreed that the fees had been taken in error these have still not been returned.

## Putting things right

- Ms T stated that T&B Ltd were limited to modelled funds devised by T&B Ltd themselves rather than a whole of market approach. Additionally, these model portfolios were not reassessed or rebalanced over time. As such the £1,630 advance fees charged during the time of poor service detailed should be returned.
- Provider charges for the cash fund – totalling £500.39 – should also be returned.
- The prolonged period of time monies were held in cash throughout 2020 led to losses on the ISA and pension totalling around £24,500 and as such this amount should be returned with an additional amount to compensate for the lost tax efficiency.

In addition to the specific points above Ms T also provided a copy of her Client Agreement with T&B Ltd, a copy of the "Advice Guarantee" from T&B Ltd and a copy of her January

2023 letter closing her relationship with T&B Ltd.

This letter re-iterated several of the complaint points above and also noted other issues, such as the funds being re-invested incorrectly after the period they were held in cash and information Ms T was given around the tax implications of a withdrawal from her pension.

This new commentary and information from Ms T has been considered below.

### **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.

Firstly, I would like to be clear that I cannot consider new complaint points at this stage. Within the commentary and documentation provided by Ms T there is reference to several issues which have not previously been considered by this service, either by our investigator or myself within my Provisional Decision. As such they cannot be considered here for the first time.

I have considered all the additional information provided regarding those issues covered in my Provisional Decision however new issues need to be raised firstly with T&B Ltd then escalated to this service if required once their response is received.

Issues not covered here include:

- The telephone delay on 16 March 2020 where calls were not answered until after 3pm.
- T&B Ltd's product offering (Model Portfolios rather than whole of market research).
- The fact that Ms T was unaware that her pension could be self-managed without the need for an IFA.
- The destination of the funds once re-invested in October / November 2020 and the suitability of these funds.
- The information given to Ms T about the tax implications of a pension withdrawal.

I have noted that Ms T has expanded on the three summarised complaint points included within my Provisional Decision however I am of the opinion that whilst additional detail around these three points has been included, the issues themselves remain appropriately covered within my summary.

Where appropriate I have covered the additional detail under the same three headings (advice, service and fees) below with an additional section (putting things right) to cover the additional commentary relating to this section of my Provisional Decision.

#### *Advice*

I have considered carefully Ms T's point that the advice to move her ISA and pension into cash-based funds was universal advice that T&B Ltd were giving to all its customers at that time and as such it could be argued that it did not take into account her personal circumstances and objectives in a way that could be considered against the client agreement between Ms T and T&B Ltd.

However, the advice was given at a time when the Covid-19 pandemic was having a global

impact on investment markets. Both the length of the pandemic and what its eventual overall impact on investment values would be were unknown in March 2020. In light of this uncertainty T&B Ltd chose to advise their clients that a move to cash would eliminate this uncertainty.

Having had this explained to her in the 16 March 2020 call with T&B Ltd, Ms T chose to move to cash based investments.

Hindsight has proven that remaining invested would have allowed her funds to benefit from the uplift in investment values in subsequent months however as I explained in my Provisional Decision, the fact that alternative advice might have been more profitable for Ms T does not make the actual advice given unsuitable.

Ms T has also stated that the move to cash was agreed based on her belief that there would be regular contact with an IFA who would arrange re-investment as soon as markets improved.

Having looked at the 14 March 2020 email, and the 16 March 2020 call, there was no clear indication given as to when funds would be re-invested. The call was clear that the timescales involved were unknown at the time.

The issue around the lack of an IFA from March until June 2020 has been covered below in the service section of this decision however, I would repeat a point made in my Provisional Decision that even if full access to an IFA throughout March to June 2020 had been available, there is no evidence that any changes would have been made to the underlying investments. Advice was available from June 2020 onwards with cash-based investments being maintained until November 2020.

I note Ms T feels the fees paid upfront should have ensured adequate staffing levels and constant access to an IFA, but I do not believe the lack of an IFA between March 2020 and June 2020 has had an actual impact on her investments. As above, even when an IFA became available in June 2020, cash-based investments were maintained for around another five months.

Finally, Ms T has also stated that investment returns generated by other providers indicate that better insight and performance was available and as such the performance of her investments over this time should be compared to industry averages. I would however again refer to comments made in my Provisional Decision that my role is to establish if the advice received was suitable, and not whether it was ultimately the most profitable advice available. This can only be assessed with the benefit of hindsight and as such is not a standard I can hold a business to.

### *Service*

Ms T has stated that the fees paid during the period where the level of service was not at its required standard were £1,630 and as such this is the amount which should be returned.

All parties have agreed that the service level provided by T&B Ltd was not as high as it should have been and as such I can focus on the size of appropriate redress.

During the timeframe involved some services were provided by T&B Ltd. Calls were taken, questions answered, and back-office functions were being undertaken on customers' behalf. As such I remain of the opinion that requesting T&B Ltd return all of the fees paid by Ms T during this timeframe would be unfair.

I consider that the amount identified in my Provisional Decision of £200 remains fair and reasonable.

### *Fees*

Ms T has stated that fees taken incorrectly have not yet been returned. The fees in question (£189.86 taken from the ISA) were agreed by all parties as incorrect. However, when a complaint is referred to this service it is not unusual for that business to wait until a final resolution on all issues is agreed before any redress is paid. As such, whilst these fees remain outstanding, I would expect any redress payable as a result of this decision to be paid by T&B Ltd in a timely manner.

### *Putting things right*

Ms T has requested that as well as charges levied by T&B Ltd, product charges of around £500 should also be returned. However, as I have concluded that the advice given was suitable, I do not consider this appropriate.

Additionally, as I have concluded the advice to remain in cash was not unsuitable, Ms T's request for losses of around £24,500 (ISA and pension combined) is also not considered reasonable.

### **Putting things right**

In line with the commentary included above, and with that included in the Provisional Decision previously issued, with regard to the advice issue, and as per my rationale above, I am not proposing to uphold this element of the complaint and as such am not recommending any redress in this area.

In respect of the servicing issues, Thornton & Baines Independent Financial Advisers Limited (T&B Ltd) did not provide the service it should have and as such must pay Ms T £200.

Finally, regarding the fees taken in error, these must be refunded. The amount of the fee itself is not in question and in line with the rationale above this is to be refunded to Ms T with the additional amount of £50.

### **My final decision**

I am upholding this complaint. Thornton & Baines Independent Financial Advisers Limited (T&B Ltd) must pay the redress outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 25 April 2023.

John Rogowski  
**Ombudsman**