DRN-4231150

The complaint

Mr J complains about the advice given by Intelligent Pensions Ltd ('IPL') to transfer the benefits from his defined-benefit ('DB') occupational pension scheme to a personal pension arrangement. He says the advice was unsuitable for him and believes this has caused a financial loss.

What happened

Mr J approached IPL in early 2016 to discuss his pension and retirement needs. Mr J was referred to IPL by his existing financial adviser because they didn't hold the necessary regulatory permissions to advise on DB pension transfers.

IPL completed a fact-find to gather information about Mr J's circumstances and objectives. Amongst other things this recorded that Mr J was married; he was working; he was 53; he owned his own home, which had an outstanding interest only mortgage of around £70,000; he owned another property; he was due a potential inheritance of around £70,000; and he had no other assets or liabilities. IPL also carried out an assessment of Mr J's attitude to risk, which it deemed to be 'medium to high'.

On 1 April 2016 IPL advised Mr J to transfer his pension benefits into a personal pension. It said the transfer would be made to a cash-based account whereupon Mr J's existing financial adviser would provide advice on the investment funds the proceeds should be invested in. In summary the suitability report said the reasons for this recommendation were:

- To provide Mr J with control over his pension
- To improve on the pension benefits available in the DB scheme while taking no more than a medium to high attitude to risk.
- To provide flexibility in how and when Mr J accessed his benefits – it was recorded this was essential because Mr J would have variable financial needs.
- To provide a greater cash-lump sum than the DB scheme would provide.
- To provide better death benefits.

Mr J accepted the recommendation and an amount of around £333,500 was duly transferred to Mr J's new personal pension.

Mr J complained in 2022 to IPL about the suitability of the transfer advice. Mr J said that on reflection he felt that transferring out of the DB scheme had left him in a worse off position – he felt it was better for him to have remained in his DB scheme.

IPL didn't uphold Mr J's complaint. In summary it said its advice was based on a letter Mr J produced at the time which clearly set out what Mr J wanted to do with his pension and that he was prepared to accept investment risk to provide better returns than remaining in the DB scheme. It said Mr J's objectives of wanting to take the maximum tax-free cash to reduce his mortgage and take varying levels of income couldn't be achieved by remaining in the DB scheme. It also said that the transferred funds were initially invested in cash – in accordance with its usual practice when working with another adviser – before Mr J's adviser recommended suitable investments for the proceeds.

Dissatisfied with its response Mr J referred his complaint to our service. An investigator upheld the complaint and required IPL to pay compensation. In summary they said they didn't think Mr J was prepared to accept a medium to high approach to investment risk – but in any event they didn't think the transfer was financially viable given the growth rates IPL said were required to match Mr J's DB scheme benefits at 65. They said Mr J didn't have any capacity for loss given he had no other significant assets or other pension provision. And they said there were no other compelling reasons to support a transfer – higher death benefits available from a personal pension didn't outweigh the reduction in benefits Mr J would likely face in retirement and Mr J didn't need to access his tax-free cash and repay his mortgage at this time. They said Mr J should've been advised to remain in his DB scheme and they felt Mr J would've followed that advice.

IPL disagreed. It said that it believed we didn't have the power to consider the complaint because it had been brought out of time. It also said it believed the advice was suitable and in Mr J's best interests.

I haven't gone into detail here about the arguments IPL put forward to support its position on jurisdiction because I've already decided, and IPL has accepted, that Mr J's complaint has not been brought out of time and it is one we can consider.

In terms of the merits of the complaint – in summary IPL said that it disagreed Mr J's capacity for loss was low. It said Mr J had an investment property, he had a potential inheritance and he and his wife were due state pensions giving them an income in excess of their stated need of £12,000 in retirement. IPL also said Mr J's appetite for risk, which it maintains was medium to high further supports its view about his capacity for loss not being low.

It said its recommendation was based on Mr J's handwritten note which said he wanted access to his pension as soon as possible. It said Mr J planned to use the funds within 18 months to part repay his mortgage as well as purchase a campervan to allow him and his wife to go travelling while they were still fit and young. It said this was not something that could have been delayed. It said it disagreed with the investigator that providing Mr J with greater control and flexibility were simply stock motives. It said Mr J's handwritten note is clear that this is what Mr J wanted. It said he also wanted to invest the monies as his advisers saw fit.

IPL said that the advice in relation to the investment strategy and whether Mr J's funds were invested properly is not its responsibility – the responsibility for this lies with Mr J's existing financial adviser who was providing the investment strategy post-transfer. It said if Mr J wants to pursue any complaint about the investment strategy, he should direct this to his existing financial adviser. IPL said it wanted to draw the ombudsman's attention to DISP 3.5.2G which essentially says that the ombudsman may tell a complainant to direct their concerns to another party.

In summary IPL said the transfer was clearly in Mr J's best interests; it did not simply refer to a combination of stock motives when forming its recommendation the transfer; it considered Mr J's needs, which was documented at the time; and any purported issues arising following the transfer are not its responsibility. This is because it said it made it clear to Mr J that it would not be overseeing the investment strategy following the transfer, so it would not be fair to have to compensate Mr J for any losses he may have suffered.

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 Businesses ('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 IPL's actions here.

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

PRIN 7: *A firm must pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading.*

COBS 2.1.1R: *A firm must act honestly, fairly and professionally in accordance with the best interests of its client (the client's best interests rule).*

The provisions in COBS 9 which deal with the obligations when giving a personal recommendation and assessing suitability. And the provisions in COBS 19 which specifically relate to a DB pension transfer.

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. My reasons are set out below.

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, IPL should have only considered a transfer if it could clearly demonstrate that the transfer was in Mr J's best interests. And having looked at all the evidence available, I'm not satisfied it was in his best interests.

Financial viability

IPL carried out a transfer value analysis report (as required by the regulator) showing how much Mr J's pension fund would need to grow by each year in order to provide the same benefits as his DB scheme (the critical yield).
The advice was given during the period when the Financial Ombudsman Service was publishing 'discount rates' on our website for use in loss assessments where a complaint about a past pension transfer was being upheld. Whilst businesses weren't required to refer to these rates when giving advice on pension transfers, I consider they provide a useful indication of what growth rates would have been considered reasonably achievable when the advice was given in this case.

Mr J was 53 (soon to be 54) at the time of the advice and he had no definitive plans on when he wanted to retire. The critical yield required to match Mr J's benefits at age 65 (Mr J's scheme normal retirement age) was 5.3% if he took a full pension and 4.2% if he took tax-free cash and a reduced pension.

This compares with the discount rate of 4.3% per year for 11 years to retirement in this case. For further comparison, 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, Mr J's recorded 'Medium to High' attitude to risk and also the term to retirement. In my view there would be little point in Mr J giving up the guarantees available to them through his DB scheme only to achieve, at best, the same level of benefits outside the scheme.

Firstly, IPL categorised Mr J's attitude to risk as 'Medium to High' – a risk appetite it says it maintains was right and has pointed to the handwritten note Mr J wrote at the time which says, *"My pension is important to me and I want to improve the [benefits] and to do so I accept there will be risk."*

But I'm not persuaded that Ideal carried out anything that can reasonably be described as an assessment or interrogation of Mr J's risk appetite. Arriving at the level of risk indicated on the advice paperwork simply involved Mr J (or the adviser on his behalf) circling 'Medium to High' in answer to the question: "*When investing what level of risk are you normally prepared to take in order to achieve improved performance?"* There was no description or explanation of the different risk categories Mr J could choose from or any further questions to truly understand Mr J's attitudes towards investing his pension monies. From what IPL recorded at the time, Mr J had no prior investment experience, so it doesn't seem likely that he had a level or risk that he was '*normally prepared to take'* and I'm not persuaded he would've reasonably appreciated or fully understood the different risk categories either. Just because Mr J indicated in the handwritten note that he accepted there would be risk in investing, does not, in my view, automatically translate to him having a 'Medium to High' attitude to risk. In my view IPL failed to properly assess and question the level of risk Mr J was prepared to take.

In my view, given Mr J's age, the fact he had no prior investment experience and/or knowledge, coupled with the fact that his DB pension represented the only private pension provision he had, which would form the majority of his overall retirement income, I think a more appropriate level of risk was at best 'Medium' but more likely 'Low to Medium.'

So with this in mind, given the lowest critical yield was 4.2% assuming Mr J took a reduced pension with a cash lump sum, I think the opportunity to improve on the benefits available to Mr J through his DB scheme at retirement, as a result of transferring and investing in line with either a 'Low to Medium' or even a 'Medium' attitude to risk, was limited. In my view to have made the transfer worthwhile and to have come close to improving on the benefits available to Mr J would've required him to take a greater level of risk than I think he was reasonably prepared to take.

I would add here that I'm also mindful IPL did not recommend the investment funds / strategy to be adopted with Mr J's transferred pension funds. I think this means it wasn't possible for IPL to give suitable advice on the transfer without knowing what Mr J wanted to do with his funds once he transferred out. It is my view that IPL needed to consider the suitability of the intended investment in order to consider the overall suitability of a transfer to a new pension arrangement. I will refer to this important point again later on.

But in the context of financial viability and the relevance of the critical yield figures, because IPL simply used a generic investment product in its analysis rather than the actual product and investment funds Mr J's pension monies would be invested in, I don't think the critical yields IPL produced can be wholly relied upon as being representative of the return needed to replicate Mr J's DB scheme benefits. I say this primarily because IPL did not know the charges that Mr J would incur following the investment fund recommendation his existing adviser was going to make. So it's possible the charges would be higher than those IPL assumed in its analysis, which means the critical yield figures would also be higher. I don't think IPL considered this or made this clear to Mr J.

I can see that IPL has argued Mr J's capacity for loss was not low as the investigator concluded. It says Mr J was not entirely reliant on his DB scheme pension and had other means of financing his retirement. It has pointed to the other assets it recorded Mr J had at the time including an investment property worth £100,000, a potential inheritance of £70,000 and both he and his wife were due state pensions of around £8,000 each.

Firstly it appears that IPL has assumed the second property recorded on the fact-find was an investment property – it did not record it as such at the time and Mr J has said it was not. Mr J might have been expecting a potential inheritance, but he hadn't received this at the time. Mr J still had an outstanding mortgage, he did not have any other private pension provision and he had no other significant cash or investment-based assets. Mr J and his wife might have been entitled to a full state pension, but I'm not persuaded this means Mr J could afford to absorb loss on his private pension. In my view Mr J's indicated income need in retirement of £12,000 was on the low side and I think it is likely he would be reliant on his DB scheme income to meet his needs throughout retirement.

In any event, it is my view that the opportunity to improve on the benefits available to Mr J through his DB scheme by transferring was limited. And for this reason alone a transfer out of the DB scheme wasn't in Mr J's best interests. 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, higher tax-free cash lump sum and income need

IPL has referred to, and made much of the fact, that its advice was based on what Mr J said his needs and objectives were for his pension and so it was suitable. And in support of this it has referred to the handwritten note in which Mr J explained his intentions for his pension and what was important to him. And this included wanting to take control of his pension, improve on his DB scheme benefits including death benefits and he wanted access to a cash lump sum as soon as possible.

It's not clear to me when Mr J wrote this note or the circumstances / context in which it was written. But in any event IPL wasn't there to just transact what Mr J might have thought he wanted or seemed like a good idea to him. Yet I think this is precisely what IPL did. In my view IPL's reasons for recommending the transfer simply reflected back Mr J's wishes he'd written in the note. But the adviser's role and obligation was to really understand what Mr J needed and recommend what was in his best interests.

But I think IPL failed to do so. I'll explain why.

IPL's recommendation referred to Mr J's preference to have flexibility to control the level of income he took from his pension from year to year. It went on to say that: *"Indeed flexibility is essential for you as you will have financial needs which will be variable."*

But I'm not persuaded that Mr J required flexibility in retirement. IPL does not appear to have made any attempt to understand from Mr J and document why his financial needs would vary in retirement and so why he needed flexibility. All IPL recorded was that Mr J's income need in retirement was £12,000, which would suggest his income need was fixed. It strikes me that flexibility was simply a feature or a consequence of transferring to a personal pension arrangement rather than a genuine objective of Mr J's.

Mr J indicated in his handwritten note that he wanted access to a cash lump sum as soon as possible – so perhaps he had a genuine need to access his tax-free cash earlier than his normal scheme retirement age and leave his funds invested until a later date. But I'm not persuaded that he did.

Mr J indicated that he wanted to use some of the cash lump sum to repay or part repay his mortgage. But while I accept repayment of debt can be beneficial, I don't think it was essential that Mr J used his tax-free cash to repay his mortgage at this time. Mr J said that he had no plans to retire, so his ability to continue to service his mortgage wasn't likely to change. And while his mortgage redemption date was in 2020 and his mortgage was on an interest-only basis, I would've expected IPL to have explored the alternatives available to Mr J before recommending he make an irreversible decision to transfer his DB pension to help achieve things.

For example, I think it was reasonable for IPL to have recommended Mr J speak with his mortgage lender to investigate the possibility of extending the term of his mortgage given his intention to continue to work. IPL could've also explored with Mr J the possibility of him moving his mortgage to a repayment basis to facilitate repayment of the capital and interest between now and his likely retirement date, which Mr J intimated was still many years away. Alternatively IPL could've explored in more detail the probability and likely timing of the inheritance Mr J indicated he was expecting, which was around the same amount as Mr J's outstanding mortgage. I think this could've been considered as a source of Mr J's mortgage repayment.

Either way, Mr J's mortgage term was still four years away - so I don't think there was a pressing need for him to act immediately and make an irreversible decision to transfer his DB scheme benefits to help achieve things.

Mr J also indicated that he wanted to use some of the tax-free cash to purchase a campervan and go travelling. I don't think this can reasonably be considered as essential or a compelling reason to justify early access to Mr J's pension benefits. This might have been something that Mr J wanted to do, but I think it was incumbent on IPL to deter Mr J from doing this and explain that it wasn't in his best interests to transfer his pension to achieve this. Again, I think IPL should've explored the alternatives with Mr J - for example exploring the possibility of borrowing the money instead or indeed ultimately recommending that Mr J delay his plans until he decided to retire and take his pension benefits.

Turning to Mr J's income need – Mr J indicated that his income need in retirement was £12,000 a year. I said above that I think this was on the low side given Mr J was married. IPL doesn't appear to have conducted a thorough income and expenditure in retirement analysis in arriving at this amount.

But if Mr J took benefits from the DB scheme at 65, according to IPL he would be entitled to an annual income of just over £14,700. And this would've met Mr J's retirement needs as noted in the advice paperwork.

Overall, I think Mr J could've likely met his income needs in retirement through the DB scheme and I don't think it was in Mr J's best interests for him to transfer his pension just to have flexibility, that I'm not persuaded he really needed.

Death benefits

IPL also recommended the transfer on the basis that Mr J would have access to better death benefits.

Death benefits are an emotive subject and of course when asked, most people would like their loved ones to be taken care of when they die. The lump sum death benefits on offer through a personal pension was likely an attractive feature to Mr J. But whilst I appreciate death benefits are important to consumers, and Mr J might have thought it was a good idea to transfer his DB scheme to a personal pension because of this, the priority here was to advise Mr J about what was best for his retirement provisions. A pension is primarily designed to provide income in retirement – it is not a legacy planning tool. And I don't think IPL explored to what extent Mr J was prepared to accept a lower retirement income in exchange for higher death benefits.

I also think the existing death benefits attached to the DB scheme were underplayed. Mr J was married and so the spouse's pension provided by the DB scheme would've been useful to his spouse if Mr J predeceased her. I don't think IPL made the value of this benefit clear enough to Mr J. This was guaranteed and it escalated – it was not dependent on investment performance, whereas the sum remaining on death in a personal pension was. In any event, IPL should not have encouraged Mr J to prioritise the potential for higher death benefits through a personal pension over his security in retirement.

Furthermore, if Mr J genuinely wanted to leave a legacy for his spouse, which didn't depend on investment returns or how much of his pension fund remained on his death, I think IPL should've instead explored life insurance. This needn't have involved looking at cover based on the transfer value. In my view the starting point ought to have been to ask Mr J how much he would ideally like to leave to his spouse, and this could've been explored on a whole of life or term assurance basis, which was likely to be cheaper to provide.

Overall, I don't think different death benefits available through a transfer to a personal pension justified the likely decrease of retirement benefits for Mr J. And I don't think that insurance was properly explored as an alternative.

Control over pension – break ties with his ex-employer

I think Mr J's desire for control over his pension benefits was overstated. Mr J was not an experienced investor and I've seen nothing to suggest he had an interest in or the knowledge to be able to manage his pension funds on his own – indeed his existing advisers were going to manage this aspect of things for him. So, I don't think that this was a genuine objective for Mr J – it was simply a consequence of transferring away from his DB scheme.

Summary

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

Ultimately, I don't think the advice given to Mr J was suitable. He was giving up a guaranteed, risk-free and increasing income. By transferring, Mr J 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. In my view, Mr J shouldn't have been advised to transfer out of the scheme just to repay his mortgage that was affordable and would likely continue to be so, and the potential for higher death benefits wasn't worth giving up the guarantees associated with his DB scheme.

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

Of course, I have to consider whether Mr J would've gone ahead anyway, against IPL's advice.

I've considered this carefully, but I'm not persuaded that Mr J would've insisted on transferring out of the DB scheme, against IPL's advice. I say this because Mr J was not an experienced investor or in my view someone who possessed the requisite skill, knowledge or confidence to go against the advice they were given, particularly in complex pension matters. I believe Mr J was had no more than a medium attitude to risk and this pension accounted for all of Mr J's private retirement provision. So, if IPL had provided him with clear advice against transferring out of the DB scheme, explaining why it wasn't in his best interests, I think he would've accepted that advice.

I'm not persuaded that Mr J's concerns about his death benefits or his desire to break ties with his ex-employer were so great that he would've insisted on the transfer knowing that a professional adviser, whose expertise he had sought out and was paying for, didn't think it was suitable for him or in his best interests. If IPL had explained that Mr J could meet all of his objectives without risking his guaranteed pension, I think that would've carried significant weight. I'd add here that I don't think the handwritten note Mr J wrote around the time of the advice is persuasive evidence in itself that he would've gone ahead against IPL's advice. So, I don't think Mr J would have insisted on transferring out of the DB scheme.

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

Responsibility for loss

I said earlier on that IPL did not recommend the investment strategy to be adopted with Mr J's transferred pension monies. I've said why I think this means IPL was not in a position to recommend the transfer as being suitable. But IPL has also said that any complaint Mr J has about the investment strategy is not the responsibility of IPL and it is also not responsible for any losses Mr J has incurred. It says Mr J should direct any concerns he has about this to his existing financial adviser who made the investment recommendation. In addition IPL has referred to DISP 3.5.2G which says: *"The Ombudsman may inform the complainant that it might be appropriate to complain against some other respondent."*

With this in mind I've considered whether I should apportion only part of the responsibility for compensating the loss to IPL.

But, in the circumstances, I think it is fair to make an award for the whole loss against IPL.

As I have decided, IPL should not have recommended Mr J transfer out of his DB scheme. And it was only as a result of IPL's involvement that Mr J transferred the funds held in his DB scheme to the personal pension. I consider IPL's role was fundamental, since the eventual investments were wholly reliant on the funds being transferred first. And if that hadn't happened, Mr J couldn't have invested as he did. So, in my view, the entirety of Mr J's loss stems from IPL's unsuitable advice to transfer away from his DB scheme.

To expand on the point I made earlier on - the FCA has also made it clear that in order to give suitable advice on a transfer or switch of pension benefits, the advice has to include the suitability of the underlying investments. In this case IPL didn't know how Mr J's existing adviser would be investing his funds once the transfer completed. While it wasn't wrong for the two firms to work together, in my view IPL needed to do more to ensure that the two firms worked closer together to give suitable pension transfer advice to Mr J.

So, overall I think holding IPL responsible for the whole of the loss represents fair compensation in this case.

Putting things right

A fair and reasonable outcome would be for the business to put Mr J as far as possible, into the position he would now be in but for the unsuitable advice. I consider Mr J would have most likely remained in the occupational pension scheme if suitable advice had been given.

IPL must therefore undertake a redress calculation in line with the rules for calculating redress for non-compliant pension transfer advice, as detailed in policy statement PS22/13 and set out in the regulator's handbook in DISP App 4:
https://www.handbook.fca.org.uk/handbook/DISP/App/4/?view=chapter.

For clarity, my understanding is that Mr J has not yet retired, and he has no plans to do so at present. So, compensation should be based on the scheme's normal retirement age of 65, as per the usual assumptions in the FCA's guidance.

This calculation should be carried out using the most recent financial assumptions in line with PS22/13 and DISP App 4. In accordance with the regulator's expectations, this should be undertaken or submitted to an appropriate provider promptly following receipt of notification of Mr J's acceptance of the decision.

If the redress calculation demonstrates a loss, as explained in policy statement PS22/13 and set out in DISP App 4, IPL should:

- calculate and offer Mr J redress as a cash lump sum payment,
- explain to Mr J before starting the redress calculation that:
    - their redress will be calculated on the basis that it will be invested prudently (in line with the cautious investment return assumption used in the calculation), and
    - a straightforward way to invest their redress prudently is to use it to augment their DC pension
- offer to calculate how much of any redress Mr J receives could be augmented rather than receiving it all as a cash lump sum,
- if Mr J accepts IPL's offer to calculate how much of their redress could be augmented, request the necessary information and not charge Mr J for the calculation, even if he ultimately decides not to have any of their redress augmented, and
- take a prudent approach when calculating how much redress could be augmented, given the inherent uncertainty around Mr J's end of year tax position.

Redress paid to Mr J as a cash lump sum includes compensation in respect of benefits that would otherwise have provided a taxable income. So, in line with DISP App 4, IPL may make a notional deduction to cash lump sum payments to take account of tax that consumers would otherwise pay on income from their pension.

Typically, 25% of the loss could have been taken as tax-free cash and 75% would have been taxed according to Mr J's likely income tax rate in retirement – presumed to be 20%**.** So making a notional deduction of 15% overall from the loss adequately reflects this.

Where I uphold a complaint, I can award fair compensation of up to £170,000, 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 £170,000, I may recommend that the business pays the balance.

My final decision

Determination and money award: I uphold this complaint and require Intelligent Pensions Ltd to pay Mr J the compensation amount as set out in the steps above, up to a maximum of £170,000.

Recommendation: If the compensation amount exceeds £170,000, I also recommend that Intelligent Pensions Ltd pays Mr J the balance.

If Mr J accepts this decision, the money award becomes binding on Intelligent Pensions Ltd.

My recommendation would not be binding. Further, it's unlikely that Mr J can accept my decision and go to court to ask for the balance. Mr J 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 J to accept or reject my decision before 6 August 2023.
Paul Featherstone
Ombudsman