

The complaint

Mr C complains that James Hay Administration Company Limited (James Hay) won't reimburse expenses Mr C incurred in connection with the sale of a commercial property held in his SIPP (self invested personal pension). Mr C also complains that the transfer of his SIPP to a new provider was delayed.

What happened

I issued a provisional decision on 6 June 2024. I've recapped what I said in my provisional decision about what happened and my provisional findings.

'Mr C had a SIPP with James Hay which included a commercial property which was being sold. Contracts were exchanged in March 2020 with completion on 30 April 2020. By then the pandemic lockdown was in force. Mr C had to clear the property in readiness for the new owners taking possession. He incurred expenses (including skips, document shredding, clearance services and transport costs) which he paid for in cash. Mr C doesn't have invoices or receipts for those expenses or other proof of payment and James Hay has refused to reimburse him.

Because of what happened, Mr C wanted to transfer to a new SIPP with a new provider. But the transfer wasn't fully completed until 22 April 2021. Mr C says James Hay withheld the forms he/his IFA (independent financial adviser) needed to transfer. James Hay's position is that they didn't receive Mr C's request to transfer until November 2020. James Hay accepts there were then some delays on their part and that the transfer should've been completed earlier.

I've set out a timeline as to what happened once the sale of the property had been completed. I haven't referred to everything, just the main events. The James Hay SIPP assets consisted of cash (in the main made up of the sale proceeds of £230,000) plus an investment portfolio with Brewin Dolphin which was transferred in specie.
30 April 2020: Sale of property completed.

4 May 2020: James Hay emailed Mr C (following earlier conversations with James Hay) saying Mr C's claim for reimbursement of costs couldn't be processed without proof of payment (a bank statement and copy invoices).

5 May 2020: Mr C emailed James Hay with a receipt for transportation costs and confirmation he'd paid rates on the property.

6 May 2020: A further email from James Hay to Mr C saying James Hay is unable to reimburse him without bank statements as proof of payment.

11 May 2020: Mr C emailed James Hay to say he was posting an invoice paid for £216 with his bank details and he'd ordered a confirmation of payment of £1,955 from his credit card company.

21 May 2020: Mr C emailed James Hay to say he'd posted the receipt and requesting

confirmation both payments would be reimbursed.

22 June 2020: Mr C emailed James Hay to chase up the payments.

25 June 2020: James Hay provided a copy statement to Mr C, showing the payments made out of the SIPP.

14 October 2020: James Hay confirmed, following a request from Mr C's IFA, that Origo (an electronic transfer system) was available and the transfer out form was on James Hay's website.

4 November 2020: Mr C signed the completed transfer form.

24 November 2020: The new receiving provider, LV, completed the transfer form and instructed Brewin Dolphin to open an account for Mr C. LV said a proportion of the funds would be transferred in specie from James Hay.

26 November 2020: James Hay received documentation instructing a transfer to LV.

17 December 2020: James Hay requested a list of the assets held with Brewin Dolphin.

18 December 2020: Brewin Dolphin provided a list of the assets.

28 January 2021: Brewin Dolphin emailed LV as they hadn't received the new account opening forms from LV.

1 February 2021: Brewin Dolphin emailed Mr C's IFA as they had received a request from LV to open a new account but no account opening forms from Mr C or his IFA.

3 February 2021: James Hay sent a list of assets to LV.

9 February 2021: LV confirmed they could accept the assets and provided a form for re registration.

12 February 2021: James Hay requested details of the new investment account in order to process the in specie transfer.

16 February 2021: Mr C's IFA sent account opening forms to Brewin Dolphin. The IFA said that Mr C now wanted to invest £150,000 with Brewin Dolphin in addition to the money already with Brewin Dolphin (the portfolio which was being transferred in specie) and which would be coming from the cash element of his James Hay SIPP.

Brewin Dolphin acknowledged the application and said it would arrange for the new LV SIPP to be set up and confirm when that had been done. Brewin Dolphin would then require an instruction from James Hay for the transfer of assets in specie from the existing portfolio to the new SIPP.

19 February 2020: James Hay emailed Brewin Dolphin as the new account information hadn't been provided.

26 February 2020: Brewin Dolphin emailed Mr C's IFA and LV to confirm that the new SIPP had been set up and requested the in specie transfer instructions.

4 March 2020: Mr C's IFA emailed James Hay for confirmation the in specie transfer request had been submitted to Brewin Dolphin.

8 March 2021: James Hay emailed the IFA saying the instruction would be posted that day – James Hay sent instructions to Brewin Dolphin to transfer stock and cash from the existing Brewin Dolphin account to the new one.

11 March 2021: Brewin Dolphin received those instructions.

12 March 2021: Brewin Dolphin emailed to confirm all stock and cash had been transferred to the new account and that a closing statement would be issued.

6 April 2021: Brewin Dolphin provided a further update to confirm that the transfer of assets was complete.

22 April 2021: The cash remaining in the James Hay SIPP (£238,383.95) was transferred to LV and the James Hay SIPP was closed.

In their final response letter dated 21 June 2023 James Hay said they'd paid Mr C £2,166 for rates paid to the local authority, moving and other costs. But other expenses had been paid in cash and documentation such as invoices hadn't been generated at the time and without which payment couldn't be made. But if documentation could be provided then the costs could be revisited. James Hay apologised that the transfer hadn't been concluded in a timely manner and asked Mr C to provide the relevant contract notes confirming the date of investment, ISIN code(s), prices and amounts invested following the conclusion of the transfer. A loss assessment would then be undertaken to see if Mr C had suffered a financial loss. James Hay also offered £250 compensation for distress and inconvenience.

There's a further letter from James Hay dated 6 July 2023 which refers to a telephone call with Mr C. He'd said lockdown restrictions at the time had limited his options for clearing the property and so he'd had to make payments in cash. But James Hay maintained Mr C couldn't be reimbursed without documentation evidencing the charges incurred and payment. At Mr C's request, the time from completion of the sale of the property (30 April 2020) until James Hay received documentation to instruct the transfer (26 November 2020) had been reviewed. As James Hay wasn't in receipt of a transfer instruction before November 2020 and hadn't indicated before then that Mr C couldn't transfer, the period from April 2020 to November 2020 couldn't be considered as a delay. James Hay would revisit that if Mr C had documentation to suggest otherwise.

When the complaint was referred to us one of our investigators looked into what had happened. She partially upheld the complaint. Although she recognised the impact of the lockdown, she accepted that James Hay was unable to reimburse costs without evidence. She said processing the payments without documentation would've likely meant the withdrawals would've been treated as unauthorised payments. She set out the charges that would've applied.

James Hay had accepted responsibility for some of the delay in completing the transfer and had made an offer which the investigator said was fair and reasonable. She set out what she considered would be reasonable turnaround times. For events that were outside James Hay's control, she used the actual times taken. On the basis of the timings she suggested, she said James Hay had caused, in total, 41 working days delay. She explained what James Hay needed to do to compensate Mr C and which included paying the £250 which had been offered for distress and inconvenience.

James Hay broadly agreed with what the investigator had said. James Hay said details of the investments Mr C had made after the transfer were needed to calculate redress. If Mr C would prefer James Hay to contact Brewin Dolphin direct, Mr C's authority would be needed.

If details couldn't be provided and/or Mr C didn't want to provide authority then James Hay agreed to use the FTSE UK Private Investors Income Total Return Index as a benchmark. Mr C didn't accept the investigator's view. He said he'd been left to clear the property with little or no assistance. He'd asked for more time and then the lockdown was imposed. The only people who were prepared to help him would only work for cash and didn't want there to be any evidence of payment as they weren't supposed to be working. Mr C accepted what the investigator had said about HMRC's regulations about payments out of a pension but he felt the situation was unprecedented and that HMRC would've made allowances. He was also very unhappy that he'd tried to complain but James Hay had told him they weren't prepared to accept his complaint. He said James Hay hadn't been easy to deal with. He hadn't wanted to 'rock the boat' as James Hay were holding his money. He said James Hay had delayed in issuing the relevant forms to enable him to transfer and so his fund had been held in cash and he'd lost out on interest/investment growth.

As the complaint couldn't be settled by the investigator it was referred to me.

We contacted Mr C's IFA to ask about what had happened between 30 April 2020, when the sale of the property had completed, and November 2020, when the transfer got underway. Mr C's IFA provided a very detailed timeline as to what had happened between 3 September 2020 when Mr C emailed about transferring and when the transfer was finalised. We'll share with Mr C what his IFA told us.

What I've provisionally 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 know Mr C wasn't happy with the investigator's view and wanted to speak to the ombudsman before a decision was issued. We explained that it would be up to the ombudsman to decide whether or not to do that. I've reviewed all the information that's been provided, including the telephone recordings we have (although James Hay hasn't been able to provide recordings of all the calls). And, as I've said above, we've also sought further information from Mr C's IFA.

Having considered everything, I'm satisfied I can fairly decide the complaint on the basis of what I've seen. And I'm issuing a provisional decision so Mr C can understand my thinking and to give him a further opportunity to comment before a final decision is made. He can let us have any comments in writing. Or he can call the investigator who'll make sure a recording of the call is available for me to listen to. As we've explained, she'll remain Mr C's point of contact, even though the complaint is now with me.

While I know Mr C is likely to remain disappointed, in the main, I agree with the views expressed by the investigator and the outcome she suggested.

As to the first issue, the reimbursement of expenses incurred by Mr C, I don't have much to add to what James Hay and the investigator have said. In my view, it's reasonable for James Hay to require invoices or a receipt or other proof of payment before reimbursing Mr C.

I recognise Mr C's difficult position – he had to get the property cleared by the completion date which couldn't be moved and the lockdown was then imposed. I've seen an email on 14 April 2020 from the solicitors acting on the sale, saying the buyers had expressed concern that vacant possession couldn't be provided by 30 April 2020. Mr C replied the same day, saying the property would be cleared by the end of the week. So I do understand he had a lot to do in a short space of time and that he had to pay for help. I accept that Mr C made the payments he's referred to. I take on board all he's said about why the people he dealt with

didn't want any record of having been paid and so he had no option but to pay in cash. I further note what he's said about his serious health issues.

But the issue remains that he can't evidence what he paid, when, to whom and for what purpose. Despite the circumstances, James Hay needs those details before payment, out of the SIPP, can be authorised. Payments out of a pension scheme are subject to strict controls and tax and other penalties can arise if there's an issue about a payment being unauthorised. The lockdown was an unprecedented situation. But I'm unable to say it meant James Hay could disregard the prevailing regulations and pay Mr C without evidence to demonstrate that the payments were legitimately incurred SIPP disbursements. I don't agree with what Mr C has said about how HMRC would've likely viewed things. In my view, penalties would've likely been imposed. It seems Mr C's difficulties stem more from the lockdown itself, rather than from how James Hay treated him.

As to the time taken to complete the transfer, Mr C says he wanted to transfer away from James Hay as soon as the property purchase had been completed. The SIPP terms and conditions say (see section 10.3.2) that the SIPP member (Mr C) is responsible for initiating all transfer instructions. But I haven't seen that Mr C made a formal request to transfer on or around 30 April 2020. In the absence of any formal written request, I don't see that James Hay could've acted.

The emails in early May 2020 mention telephone calls (recordings of which I understand aren't available). Given his unhappiness that his expenses wouldn't be reimbursed, Mr C may have indicated to James Hay over the telephone that he wanted to find another SIPP provider. And Mr C's position is that he and his IFA were waiting for James Hay to say he could transfer and send out the necessary forms which didn't happen until November 2020. I'm not sure why James Hay would've indicated to Mr C there was any problem in transferring or not told him that the necessary forms were available on the website.

As I've said above, we've asked Mr C's IFA about what happened before then and after the sale of the property had been completed on 30 April 2020. Mr C's IFA provided a very detailed breakdown of events from 3 September 2020 when Mr C emailed the IFA on 3 September 2020 following a telephone conversation. It seems Mr C's contact had been prompted by having received, via the IFA, two invoices from James Hay and which Mr C didn't want to pay as he didn't think James Hay's service had been good and he wanted to move away from James Hay. I haven't seen anything to suggest, from what Mr C's IFA has said, that Mr C and/or his IFA were in contact with James Hay earlier about a possible transfer.

I also note what Mr C has said about his money being held by James Hay and not wanting to upset things. But I don't think that would've meant Mr C was unable to act, particularly when he had an adviser in place to assist him and who'd have known it was open to Mr C to transfer if that's what he wanted to do.

In the circumstances I can't say that James Hay is responsible for Mr C's transfer not going ahead shortly after the sale of the property was completed. So James Hay isn't liable for any loss of investment growth or interest on that element of Mr C's SIPP fund which was held in cash following completion of the sale of the property. The completed transfer form was signed by Mr C on 4 November 2020, by the receiving scheme on 24 November 2020 and posted to James Hay on the same day. James Hay received it on 26 November 2020. So I've proceeded on the basis that James Hay didn't receive a transfer request from Mr C until then. James Hay isn't responsible for any delay up to then.

Other parties were involved in the transfer – the receiving scheme (LV) and, as an in specie transfer was involved, Brewin Dolphin. I'm only considering James Hay's part in the matter

and if James Hay was responsible for any delays. Like the investigator, I think it's fair and reasonable, in looking at how long it should've taken James Hay to complete the transfer, to factor in the time actually taken by the other parties involved. The timetable the investigator set out as to how the transfer should've progressed is in my view fair and reasonable. James Hay's main delays were in requesting a list of assets from Brewin Dolphin (some 15 working days after the transfer forms had been received) and sending the list of assets to LV (35 days after receiving it from Brewin Dolphin). I've also taken into account the detailed timeline Mr C's IFA provided and which confirms there were some delays on James Hay's part. But delays on the part of the receiving scheme and Brewin Dolphin were also noted too. I don't think the delays on James Hay's part were in excess of the 41 working days identified by the investigator.

If James Hay had processed the transfer within a reasonable time frame it would've been completed on 24 February 2021 – so broadly within three months of James Hay receiving the transfer request. Instead the transfer wasn't completed until 22 April 2021. Mr C should be put in the financial position he'd be in but for James Hay's delay – that is on the basis the transfer to LV had been completed on 24 February 2021.'

I went on to set out what James Hay need to do to redress Mr C.

Mr C spoke to our investigator following receipt of my provisional decision. The main points of discussion were:

- I'd agreed that, without proof of the expenses, reimbursing Mr C would be an unauthorised payment. Mr C said he didn't mind about the tax charges. He reiterated that the lockdown had been imposed after contracts for the sale of the property had been exchanged and those he'd paid to help him weren't supposed to be working as they were claiming under the furlough scheme. He said James Hay hadn't made any concessions because of the lockdown.
- The investigator said, based on what Mr C's IFA had said, the transfer process had started on 3 September 2020. But Mr C said there'd been a problem – a sign off between two of James Hay's departments after the sale of the property had been completed. He hadn't wanted to chase things up because he was worried James Hay would then take even longer.
- The investigator explained the redress I proposed, including that I'd said that £150,000 would've been invested sooner. Mr C said it wasn't just that amount but whatever was received from the sale of the property. The investigator referred to the statements she'd seen which showed £150,000 had been invested with the rest held in cash. The other part of the fund had been transferred in specie so there'd been no loss there.
- Mr C said James Hay's refusal to accept his complaint hadn't been mentioned.
- He also queried the distress and inconvenience award. The investigator explained that such awards were generally modest and referred to the examples on our website. Mr C didn't think the amount I'd suggested, £250, was sufficient. But he said, if that was reasonable in terms of what we'd normally award, he'd accept it.
- It was the delay after completion of the sale of the property that Mr C wanted me to consider. The sale completed on 30 April 2020 and James Hay would've received the money a few days later. A couple of weeks could then be allowed for James Hay's internal paperwork to be sorted out. Mr C had already had arguments and discussions with James Hay about the expenses. He just wanted to transfer and James Hay knew that. His other SIPP was already in existence and Mr C didn't want to leave the money with James Hay but two departments didn't give the ok for about a couple of months. Mr C couldn't make a transfer request until that money was

released. His IFA had told him that there was no point in submitting a transfer request until James Hay was ready.

- As a retired IFA, Mr C had been dealing with this service since we'd been set up. He said it was the first time in his experience that we hadn't taken what a client had said as correct. He said James Hay was being difficult, not answering or returning calls and he hadn't wanted to rock the boat. He'd been dealing with two departments and that's what had delayed things. He wanted me to find out when James Hay had said a transfer could be requested which would give an indication as to why he hadn't requested a transfer earlier.

In another call with our investigator Mr C said, amongst other things, that he'd made a complaint over the telephone but James Hay had refused to accept it and he had no way of registering a complaint – it was during Covid and he was unable to contact anyone at James Hay. He'd suffered loss because James Hay hadn't transferred his money earlier. He said I'd simply 'rubber stamped' the investigator's view, he hadn't had a fair hearing and I'd taken James Hay's word over his.

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'm sorry Mr C is so unhappy with my provisional decision. I know he's also dissatisfied with some aspects of our process. I'm not going to deal with his concerns about that here other than to say that ours is a two stage process: where an investigator issues a view which isn't accepted, the complaint is then referred to an ombudsman who'll look at the complaint afresh and which is what I've done here. In some cases I'll agree, in whole or in part, with what the investigator concluded. In other cases I won't. But in every case I reach my own views, having considered the complete file, which will include listening to any telephone conversations. And I'll seek any further information or evidence which I think is relevant – here information from Mr C's IFA was obtained.

But it's the nature of our work that one party is likely to be disappointed with the outcome. And although I've considered very carefully all Mr C has said about why he doesn't agree with my provisional decision, I haven't been persuaded to change my views.

Mr C's main issue is the delay after the property had been sold in transferring his James Hay SIPP to his other SIPP. Mr C is particularly frustrated at what he sees as our reluctance to accept that what he's told us is what happened. I'd like to reassure him about that – I accept his position was as he's said and that he felt that what he could do was restricted. But that doesn't automatically mean, and even if James Hay didn't do everything right, that it would be fair and reasonable to say James Hay is responsible for a delay in Mr C transferring to his other SIPP provider.

The sale of the property completed at the end of April 2020, only a few weeks after lockdown had been imposed. I accept that communications could be difficult and some businesses may have taken longer than others, if staff were working from home, to put in place alternative contact methods. I say that generally and I'm not saying that James Hay's procedures were lacking. And I think most businesses remained contactable by email, even if responses might take longer than usual. So, even if Mr C was given to understand at one stage that a complaint wouldn't be accepted – and which, to be clear, I agree wasn't something James Hay should've said – I think Mr C could've emailed expressing any dissatisfaction.

I note what Mr C has said about why he felt unable to press things with James Hay. But if, as time went on and he remained concerned about his funds not having been sorted out when he didn't want to remain with James Hay, I don't think it's unreasonable to say he could've raised the issue with James Hay, whether himself or via his IFA (and who might've had an alternative contact at James Hay). If things were dragging on anyway, Mr C didn't really have anything to lose by making it clear that he wanted to transfer. Mr C has also said James Hay was unable to deal with a transfer request until things had been sorted out between two departments. I know Mr C wanted me to look into that further. But, even if I accept that caused some delay on James Hay's part, as I've said, I think Mr C could've made it clear that he wanted to transfer and made a formal request.

Although Mr C says James Hay was aware he wanted to transfer, James Hay didn't receive a formal transfer request until towards the end of November 2020. And from what Mr C's IFA has told us, it was only in September 2020 that Mr C indicated that he wanted to transfer. In the circumstances, I can't say James Hay is responsible for any delay up and until Mr C's formal request to transfer was received.

As to how the matter proceeded thereafter, my views remain as set out in my provisional decision. The transfer to Mr C's other SIPP should've been completed by 24 February 2021. So James Hay will need to carry out a loss assessment. That's only in relation to the £150,000 which Mr C wanted to add to his Brewin Dolphin portfolio. There's no loss on the funds already held in that portfolio which were transferred in specie and remained invested throughout. Nor is there any loss on the balance of the property sale proceeds, given that money has remained in cash – from information provided by Mr C's IFA I've seen that Mr C retained a large cash balance up to at least the beginning of June 2023. And no interest would've been paid by the other SIPP provider had the money reached that SIPP earlier.

In my provisional decision I explained why I was unable to agree with Mr C that James Hay should reimburse the expenses he incurred in getting the property ready for completion. I note what he's said about being prepared to pay any tax charges but I don't think that gets round the issue. James Hay is a professional SIPP administrator and is required to undertake its duties in line with the relevant legislation and regulations. James Hay's view is that the expenses which Mr C incurred can't be reimbursed without evidence of the payments. I appreciate the difficulties Mr C suffered because of the timing of the completion of the sale and by which time the lockdown had been imposed. But I'm unable to say that James Hay's stance was wrong.

All in all my views remain as set out in my provisional decision. I've repeated what I said above and it forms part of this decision.

I'm upholding Mr C's complaint in part. And I'm setting out what James Hay needs to do to put things right for him and which follows what I set out in my provisional decision.

As far as the payment of £250 for distress and inconvenience is concerned, I'm satisfied that's fair and reasonable for James Hay's delays in dealing with Mr C's transfer request, which complaint I'm upholding in part. I think £250 is fair and reasonable compensation for the two months or so delay on James Hay's part in completing Mr C's transfer request. As I'm not upholding the complaint about James Hay's refusal to reimburse costs met by Mr C in connection with clearing the property and getting it ready for completion, it follows that the award for £250 doesn't reflect any distress or inconvenience that aspect of the matter has caused Mr C.

Putting things right

Mr C wanted to add £150,000 to his Brewin Dolphin portfolio. That investment could've been made sooner if the transfer had been completed earlier. I've set out below what James Hay needs to do to see if Mr C has suffered a loss in respect of that investment. To calculate any loss James Hay will need information from Mr C/his IFA or Mr C's authority to contact LV/Brewin Dolphin for information. If that's not forthcoming then James Hay can undertake a loss assessment using the benchmark I've suggested.

The balance of the transfer wasn't invested and remained in cash with the new provider. No interest would've been added. So the delay in completing the transfer hasn't resulted in any financial loss in so far as the balance of the transfer value is concerned as it wouldn't have been invested earlier or earned interest if the transfer had been completed earlier. On that basis, the loss calculation, whether on the basis of actual performance or using a benchmark, only applies to the £150,000.

To compensate Mr C fairly, James Hay should:

- Compare the current actual value of Mr C's investment (the £150,000 invested in the Brewin Dolphin portfolio) with what the current notional value would've been, if the transfer hadn't been delayed (that is if it had been completed on 24 February 2021).
- If the current notional value is higher than the actual value, there's a loss and compensation is payable. If the current actual value is higher than the notional value, there's no loss and no compensation is payable.
- If information about Mr C's investment/authority to contact LV/Brewin Dolphin isn't forthcoming, James Hay should use this benchmark – FTSE UK Private Investors Total Return Index – to calculate the current fair value of Mr C's investment. The actual value should be taken to be £150,000 and the fair value is what that sum would currently be worth had it produced a return using the benchmark.
- If the fair value is higher than the actual value there's a loss and compensation is payable.
- Any additional sum paid into the investment should be added to the fair value calculation from the point in time when it was actually paid in. Any withdrawal from the portfolio should be deducted from the fair 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 all those payments are totalled and that figure is deducted at the end to determine the fair value instead of deducting periodically.
- If there's a loss, James Hay should pay into Mr C's pension plan, to increase its value by the amount of the compensation and any interest. The payment should allow for the effect of charges and any available tax relief. Compensation shouldn't be paid into the pension plan if it would conflict with any existing protection or allowance.
- If James Hay is unable to pay the compensation into Mr C's pension plan, that amount should be paid direct to him. But had it been possible to pay into the plan, it would've 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 C won't be able to reclaim any of the reduction after compensation is paid.
- The notional allowance should be calculated using Mr C's actual or expected marginal rate of tax at his selected retirement age. It's reasonable to assume Mr C is likely to be a basic rate taxpayer at the selected retirement age, so the reduction would equal 20%. However, if Mr C would've 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%.

- Pay Mr C £250 for any distress and inconvenience suffered.
- Provide the details of the calculation to Mr C in a clear, simple format.

My final decision

I uphold the complaint in part. James Hay Administration Company Limited must reimburse Mr C as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 August 2024.

Lesley Stead
Ombudsman