DRN-5345768

The complaint

Mrs D is unhappy that Grew Financial Services Ltd (GFS) continued to receive renewal commission in relation to her Standard Life (SL) Self Invested Personal Pension (SIPP) and undertook unauthorised fund switches within it that resulted in higher charges being applied.

What happened

The facts are well known to both parties, and are essentially not in dispute, and so the following represents a summary of the chronology of events to date.

Mrs D, along with her ex-husband, was a long-standing customer of GFS. However, in 2007, she divorced, and was awarded just over £105,000 from her husband's pension by way of a pension sharing order. It was felt, likely due to conflict of interest issues (GFS continued to act for her husband), that a new financial adviser needed to be engaged to advise her on how to invest that sum. 'PS' were engaged for that purpose. PS recommended that the funds be invested in a SIPP with SL, and this was set up in April 2007.

By April 2009, the value of the SIPP had decreased to just over £65,000. In December 2009, Mrs D re-engaged GFS as her financial advisers. In the subsequent years, GFS undertook a small number of fund switches within the SIPP.

In 2023, Mrs D complained to GFS. She was unhappy that they were continuing to be paid renewal commission, despite them not having provided any annual reviews of her SIPP. She was also unhappy that the fund switches had been made without her knowledge or approval, which had resulted in her being charged higher fees, and being left with higher than necessary funds being held in cash at various times. She engaged a new financial advisor in June 2023, by which time the value of the SIPP had increased to just over £168,000.

GFS explained that, when they took over the servicing of the SIPP, they inherited the right to be paid the commission. However, their new agreement with Mrs D placed no obligation on them to provide annual reviews, and no fees were taken in respect of that. They also said that Mrs D's SIPP had outperformed its benchmark. But, as an offer of goodwill, they agreed to a reduced ongoing service fee, which resulted in a refund of £279, plus an approximate future fee saving of about £860 per year.

Mrs D wasn't happy with GFS' response and brought her complaint to this service. GFS initially felt it was a complaint we couldn't consider, as it had been brought to us too late under the Rules that govern what complaints we can and can't look at. However, I disagreed, and issued a Decision outlining why I'd concluded we *could* consider it. So, one of our Investigators considered the merits of Mrs D's complaint, concluding as follows:

- GFS were entitled to be paid the renewal commission, as per the terms of the agreement Mrs D had signed with them in 2009. This type of commission, also known as 'trail' commission, was typically how advisors were historically paid. And new Regulations coming into force in 2012 didn't affect their right to continue receiving it. Furthermore, the limited evidence available suggested Mrs D had agreed to it.
- There was no evidence that GFS had agreed to, or been asked to, provide annual reviews or specific advice regarding the pension moving forward.
- And from the limited information available, and it having been confirmed by SL that GFS

did undertake most of the fund switches during the period in question, there was no evidence that GFS undertook any enquiries to establish whether the switches were in Mrs D's best interests. GFS weren't engaged in a discretionary fund management capacity. And there was no detailed Attitude-to-Risk documentation available, or suitability report, either from 2009 when GFS were re-engaged, nor at a time when the fund switches took place.

- As there was no evidence any of these switches were required, authorised, or in Mrs D's best financial interests, GFS would need to undertake a loss calculation based on the funds having remained as originally invested. And they should also pay Mrs D £250 compensation for the distress and inconvenience their actions had caused her.

Mrs D didn't agree with everything our Investigator had said. She remained adamant that GFS hadn't performed any work that justified the continued receipt of the commission payments. She believed that GFS was only entitled to these if an ongoing service was being provided – which it wasn't. And regarding the fund switches, Mrs D essentially said she could only consider/respond to this if she knew what the outcome of any loss calculation was, so she could make a fully informed decision.

GFS accepted our Investigator's conclusions, partly to enable the matter to be brought to a swift conclusion. They made enquiries with SL to help them undertake an accurate loss calculation but were advised that certain specific information requested couldn't be provided – either because they needed an up-to-date letter of authority from Mrs D before they could provide it, or because it was their business policy not to provide such information in respect of 'active' policies.

So, GFS undertook a calculation using a benchmark Index instead. This showed that there was no loss experienced as a result of the fund switches – in fact Mrs D's SIPP had increased in value by about £8,000 because of these. But Mrs D didn't accept this, questioning the basis of their calculations.

As no agreement could be reached, Mrs D asked for her complaint be considered afresh by an Ombudsman, and it's been passed to me for that purpose, and to issue 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.

Before considering Mrs D's complaint points, I want to address one point about our process. Mrs D had asked that her 'fund switches' complaint be dealt with separately, as it was raised separately with GFS during the course of her dealings with them. Our Investigator advised this wouldn't be happening, as Mrs D brought both complaints to us at the same time. Our Investigator is correct in this regard. Mrs D did raise both complaint issues with us when she first contacted us. GFS had, by that point, been given sufficient time (under the relevant Rules that govern how we deal with complaints made to us) to respond to those, meaning there was no reason for us *not* to deal with both together. I appreciate that GFS' response to Mrs D on the fund switch element of her complaint wasn't detailed, but that doesn't mean we are required to treat/deal with it as a separate complaint, under a separate complaint reference. Our service seeks to resolve complaints with minimal formality, and as practicably as possible. So, I will be dealing with both elements of Mrs D's complaints in this Decision.

The commission complaint

When PS arranged the SIPP for Mrs D, they were paid an initial commission of 3%, and were to receive regular ongoing 'trail' commission of 1% per annum, payable monthly. When GFS took over the servicing of the SIPP, they continued to receive this commission. And having considered the matter carefully, I agree with our Investigator that GFS were entitled to receive it. I'll explain why.

When GFS took over the servicing of the SIPP, the product in question allowed for the ongoing payment of 'fund-based renewal commission' to the relevant advisor. Had PS remained as Mrs D's advisor, they would have continued to receive it. Nothing immediately changed in 2009, other than GFS replacing PS.

Mrs D signed a client agreement with GFS on 4 December 2009. It says the following about how GFS will be paid:

> *"Our income normally comes from either commission from the product providers…we write business with, or fees paid to us by our clients. Whenever commission is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead….If you choose to pay us by commission, we will keep [it] and not charge a fee."*
>
> *"With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you on your request."*

This is imprecise, in that it only refers to GFS being paid commission for business they have arranged ("*we write business with*"). It makes no specific reference to receiving commission for business arranged by another advisor, which GFS took over the servicing of (as here).

I've also looked at the 'personal Financial Review' that was completed by GFS in 2009, whilst at the home of Mrs D as I understand. This form contains little detailed information, with the respective sections on Employment and Income containing only summary details. The form is annotated, by GFS as I understand it, saying the following:

1. Adjust portfolio – consistent with risk.
2. Fees – no initial (underlined) – ongoing to stay as is.
3. Report back to [Mrs D].

There is no other contemporaneous documentation from the time GFS were re-engaged as Mrs D's advisor, or any evidence that Mrs D was 'reported back to'.

That said, it's important to recognise, at the outset, that payment of the type of commission being discussed here – trail commission – was common at this time. Many (most even) advisers were paid repeat commissions of up to 1% of a plan value, effectively as part of their fee for having provided the initial advice and recommendation. In such situations, the amounts paid were not a payment for ongoing advice or annual recommendations – they were effectively repeat payments for work that had been done previously. Advisers did *not* have to offer/provide an ongoing service to earn this commission.

In 2012, the Regulations concerning advice and charging changed. The Retail Distribution Review (RDR) effectively prohibited commission payments being paid to advisers in respect of all *new* retail investment products. But, advisers could continue to receive trail commission for products sold prior to that date.

The RDR aimed to ensure that customers of financial advisers were provided with a transparent fee structure. The Financial Conduct Authority Handbook contains a section called the Conduct of Business Sourcebook (COBS). And COBS 6.1A.22 says:

> *"A firm must not use an adviser charge which is structured to be payable by the retail client over a period of time unless (1) or (2) applies:*
>
> *(1) The adviser charge is in respect of an ongoing service for the provision of personal recommendations or related services and:*
>
> > *1. The firm has disclosed that service along with the adviser charge; and*
> >
> > *2. The retain client is provided with a right to cancel the ongoing service, which must be reasonable in all the circumstances, without penalty…*

(2) *The adviser charge relates to a retail investment product for which an instruction from the retain client for regular payments is in place and the firm has disclosed that no ongoing personal recommendations or service will be provided."*

What the above confirms is that the commission that was being paid to GFS did not require them to provide any other service for those funds. Mrs D had agreed to the payment of the payments in 2007 when the SIPP agreement was signed (with PS). And when GFS took over in 2009, there was no agreement for them to provide ongoing advice.

I appreciate the documents from the time are not particularly clear about what was discussed when Mrs D met with GFS in December 2009. But the annotations on the Financial Review do contain comments that, I think, can only likely apply to the trail commission that was in place at the time – "*fees – no initial – ongoing to stay as is*". Furthermore, on the basis Mrs D appears to have met with GFS on only one occasion – at her home when the above-mentioned documents were signed – it seems more likely than not these annotations were made after GFS had discussed them with Mrs D. I appreciate that Mrs D was going through a divorce at the time, and by her own admission was heavily occupied with looking after her two daughters. And further those tumultuous events, coupled with the passage of time, may have understandably clouded Mrs D's memory of what precisely was discussed at that meeting. However, I'm persuaded it's more likely than not Mrs D would have been told that GFS would not be providing any ongoing advice services at that time. Realistically, were they to have agreed to provide that, I'd have expected to see more regular attempts made by them to engage with Mrs D, allowing further advice or review fees to be charged by them. No such interactions took place. And, their client agreement does say they'll only provide advice on Mrs D's request, which again didn't happen.

So, taking all of the above into account, I'm satisfied that GFS were entitled to be paid the ongoing trail commission payments. They weren't required to provide any further service or advice in order to justify receiving those payments. And accordingly, I won't be asking them to repay any of those commission payments.

The Fund Switches issue

GFS have already agreed to undertake a loss calculation, based on what would have happened had there been no fund switches undertaken since they took over the servicing of Mrs D's plan. Accordingly, I don't need to go into too much detail here, but I will briefly explain what I agree this is something I think they need to do.

Whilst the terms of the client agreement are such that further work *could* have been undertaken by GFS on Mrs D's SIPP, any such work would ordinarily have needed to have been agreed by her. Work would only be undertaken at her request. However, work was done, or at least active fund switching activity took place, it appears without Mrs D's knowledge or agreement.

The 2009 personal financial review was annotated with the comment "*Adjust portfolio – consistent with risk",* and contains a section entitled 'Risk', in which Mrs D ticked boxes to confirm her attitude towards general investment risk and pension fund/investment risk was "*quite adventurous, and [that she] can accept a greater level of risk"*. However, there is no detailed attitude to risk questionnaire or other documentation to show that Mrs D's risk appetite was properly identified in 2009. And so I don't think the information contained within the 2009 'review' is particularly useful or compelling in terms of this complaint or generally in terms of informing GFS of Mrs D's true financial risk appetite when they took over in 2009.

There does appear to have been one completed in 2020 (albeit unsigned by Mrs D), identifying a 'moderate' attitude to risk profile. Arguably this is a different 'risk' outcome to that suggested in the 2009 review, which recorded a 'quite adventurous' approach to investment, but I don't think that's a key consideration in and of itself. It would be understandable if Mrs D's attitude became less adventurous as she got closer to her retirement age – she was approaching her 50th birthday, and 11 years closer to retirement in 2020. I'll return to the importance of this later in this Decision.

I'll turn now to the fund switches themselves. There was initially some dispute or confusion over who instructed SL to make the various fund switches between January 2010 and May 2020. SL provided evidence that most of these were made by GFS. SL had no record of who instructed one particular switch in 2013, but I think it's most likely – given Mrs D had no knowledge of this happening and played no part in the management of her SIPP in those years – that GFS instructed that switch as well. I also note that GFS initially told us they wouldn't have undertaken any switches without 'client' agreement, although there is no record of any such discussions, nor any recollection on Mrs D's part of these happening.

Taking all of the above into consideration, I think the available evidence suggests that GFS undertook fund switches on Mrs D's SIPP most likely without her knowledge or agreement and did so without a proper or meaningful understanding of what her attitude to risk would have been when they took over the servicing of the SIPP, or indeed at further times when switches were made. In these circumstances, I can't fairly conclude that any of the switches would have been in Mrs D's best financial interests and think the fair outcome would be for GFS to undertake a loss calculation based on ascertaining if Mrs D would have been better off had her investments remained untouched, and as invested when GFS took over.

Putting things right

Calculating fair redress

The key remaining issue here is effectively one about calculation of any loss suffered. Here, the question for GFS was what Mrs D's SIPP would now be worth if they'd made no fund switches at all – the investments remaining as invested when GFS took over the servicing in 2009. To find that out, GFS needed to make enquiries with SL, particularly given they no longer had any access to the account following Mrs D engaging a new advisor in 2023. Following those enquiries, SL replied to say were unable to provide the information required. In addition to there being no valid Letter of Authority (LOA) from Mrs D permitting them to divulge plan information to GFS, SL responded to a request for a notional plan value, assuming no fund switches had taken place (or until such date that any fund switches had been undertaken by the new adviser), by confirming they wouldn't provide this information on an 'active plan'.

SL also advised they were unable to provide a current plan value, in the event no adjustments had been made by the new adviser. This may be understandable. Having been provided with details of the value of Mrs D's SIPP at 13 February 2025 (total value £209,427.57), it's apparent that whilst most of the funds remain as invested when GFS were dis-engaged, a small number of those funds *have been* switched/amended. The cash balance has changed slightly too.

GFS had asked Mrs D to provide a LOA on a number of occasions, but she had refused to do this. I think this is unhelpful. I think it's reasonable that GFS asked for this to be provided, to help facilitate them being able to make the necessary enquiries and receive as much relevant and accurate information as possible, to help them to undertake an accurate and detailed calculation to establish if there has been a loss.

Instead, GFS used a benchmark Index as a comparison. They've said this is something we'd usually ask a business to do if it wasn't possible to get accurate information from the relevant investment providers. In principle, they are correct, and I can understand why they've chosen to do this given what I've said above. They used the 'Private Investors Total Income Return' Index as a benchmark Index, based on their assessment of Mrs D being a 'balanced investor', believing it to be an Index we'd usually ask them to use to calculate redress in these circumstances (involving a 'balanced' investor). GFS are correct about this - this is the default benchmark Index we ask businesses to use for redress purposes where a consumer is willing to accept some or medium financial risk.

Mrs D is unhappy with this, believing there is no evidence to classify her risk profile as such. Further, she questions why GFS can't simply work out what the investments would now be worth themselves, using their own expertise and access to historical financial data.

GFS, in response, have said they can't undertake a manual calculation, as many of the initial funds no longer exist, or have been merged with others by the fund managers. Ascertaining precise figures can only be done with the help of SL. I think that is a fair point, and I agree. And further supports their request for an LOA to approach SL for information.

In my redress calculation at the end of this Decision, I've said that GFS should reach out to SL in the first place to try and ascertain the necessary information to work out if there has been an actual loss suffered. Whilst GFS will be making that enquiry with the benefit of a legally binding Final Decision directing them to do that (assuming Mrs D accepts the Decision), I can't discount that SL will still refuse to provide information without a valid LOA from Mrs D. To that end, I'd encourage (although clearly I can't compel) Mrs D to provide an LOA to GFS if she does accept this Decision.

Mrs D's risk appetite

If SL are unable to provide accurate information to allow GFS to calculate the redress, GFS will need to base redress calculations using a benchmark Index. Which benchmark to use will depend on the appropriate risk profile/appetite for Mrs D's circumstances in 2009.

In their redress calculations/offer so far, they used a benchmark that we would usually apply when a consumer is prepared to accept some or medium risk. This compares to other benchmarks we'd use where a consumer would be classified as small/low risk, or no risk at all. So, the next question for me to think about is whether a 'some/medium risk' benchmark is the correct one to use here.

As I've already said in this Decision, I'm not necessarily persuaded by the accuracy of the 'risk conclusions' as identified in the 2009 documentation. And accordingly, I don't think it would be appropriate to use that information as the sole basis of any conclusions here without further consideration. Against that, I do recognise that the 2009 review documents presented Mrs D with five potential boxes/answers, with the following choices:

- Very cautious and do not want to take any risks.
- Relatively cautious but don't mind a small risk.
- Fairly conservative but will accept a reasonable level of risk.
- Quite adventurous and can accept a greater level of risk (the one chosen).
- Quite speculative about money.

And I don't think it would be fair to discount the fact that Mrs D would have had sight of these five options, and consciously chose the fourth one (albeit without evidence of any meaningful discussion on the options), suggesting her mindset at the time was open to taking at least some risks with her investments in the hope of generating a better return I retirement. Against that, the limited information suggested Mrs D had a relatively modest income of about £37,000 at the time (which included an element of state benefits). This, when coupled with Mrs D's personal circumstances at the time (recent divorce, two young children to raise), could reasonably lean towards a more conservative approach, wanting to lessen risks to better help ensure security in later years. But, I'm also aware, from documents provided by GFS relating to other investments they'd arranged for Mrs D prior to her divorce, that she did have other secure savings and investments, suggesting at least some understanding of the investment landscape and risk factors. Put another way, I don't think Mrs D is likely to have chosen the 'quite adventurous' box without having at least some understanding of what that question meant.

I think the results of the 2020 risk assessment are also useful to note here. Whilst the overall conclusion was to classify Mrs D as ‘moderate’ (effectively in the 3rd of 5 category, as opposed to the 4th of 5), suggesting less willingness to take risks, this result was achieved many years later with Mrs D closer to retirement. And just because this was Mrs D’s risk profile in 2020 doesn’t mean it would have been the same in 2009.

I don’t think it would be appropriate for Mrs D to try to second-guess how she’d have answered these questions (what is now) 16 years ago, as it would be next to impossible to fairly transport her mindset back to that time. So, I have to base my decision on what I think is the most likely risk profile Mrs D would have chosen had she been asked detailed questions at that time. And considering what I’ve said above, I’m persuaded that it’s more likely than not Mrs D’s ‘2009 risk profile’ correctly records a willingness to accept a degree of risk. That being the case, I think the benchmark that GFS used in their calculations is probably suitable and is the one I’ll be asking them to use as part of redress calculations (if needed) here. More detail is provided at the end of this Decision.

Which brings me on to the final issue that Mrs D is unhappy with – essentially being asked to accept an outcome without having had sight that the calculations are accurate and being given time to digest them before deciding whether to accept them. I’m afraid I won’t be providing Mrs D with any further time in this regard.

Our role is to assess complaints, informally and quickly where possible. Here, that entailed deciding whether GFS had done something wrong, and asking them to put it right. In cases such as this, we don’t expect a business to revert back to us (or a consumer) with their calculations for us to check if they are correct or not. We don’t employ actuaries, and nor are we a ‘checking’ service as such. We tell a business what it has to do to put things right, and it’s up to them to go ahead and do that if a consumer accepts a Final Decision.

In this case, using the redress method I’ll set out at the end of this Decision, there will either be a loss figure or not. That’s a binary outcome. If there is, there is clear instruction regarding what to do with it – to put Mrs D (or her SIPP) back in the position it would have been in but for GFS’ actions. My redress will ask GFS to provide clear calculations to Mrs D to help her understand the final outcome in that regard. But, if she believes GFS have made mistakes in their calculations, that is a matter she’ll need to address with them.

Distress and Inconvenience (D&I)

Our Investigator awarded compensation for D&I of £250. I should explain that the amounts this Service awards for D&I are fairly modest in value. Our D&I awards are not designed to punish a business, but rather to put a monetary value on the distress a business’ actions have caused. Guidelines setting out our approach to such awards can be found on our website. So, taking account of what I’ve said above, and having careful regard to our guidelines on this subject, I agree a D&I award of £250 is appropriate here – and is an amount I’ll be asking GFS to pay to Mrs D.

My conclusion

For the reasons explained above, I partly uphold this complaint. I don’t think GFS have done anything wrong in continuing to receive the fund-based renewal commission and won’t be asking GFS to repay any of the sums received.

But I don’t think GFS should have undertaken the various fund switches that occurred, and now need to undertake a loss calculation to see if those actions have caused any loss to the value of Mrs D’s pension. And if they have, they’ll need to repay that loss. I appreciate GFS have already undertaken a loss calculation showing no loss was incurred, but for the purposes of completeness, and to reflect the amended (end) dates used in the following calculations, a fresh calculation is warranted. And they'll need to pay Mrs D £250 compensation for the D&I their actions caused.

Fair compensation

My aim is that Mrs D should be put as closely as possible into the position she would probably now be in if GFS had not made any fund switches whilst servicing her SL SIPP. And I'm satisfied what I have set out below is fair and reasonable, taking this into account and given Mrs D's circumstances and objectives, to the limited extent that information is available.

What must GFS do?

- Compare the performance of Mrs D's SIPP investment with the notional value if it had remained as initially invested with no fund switches. If the actual value is greater than the notional value, no compensation is payable. If the notional value is greater than the actual value, there is a loss and compensation is payable.
- GFS should also add any interest set out below to the compensation payable.
- GFS should pay into Mrs D's SL SIPP pension plan to increase its value by the total amount of the compensation and any interest. The amount paid should allow for the effect of charges (including the trail commission as discussed) and any available tax relief. Compensation should not be paid into the pension plan if it would conflict with any existing protection or allowance.
- If GFS is unable to pay the total amount into Mrs D's SL SIPP pension plan, it should pay that amount direct to her. But had it been possible to pay into the plan, it would have provided a taxable income.

  Therefore the total amount 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 Mrs D won't be able to reclaim any of the reduction after compensation is paid.
- The *notional* allowance should be calculated using Mrs D's actual or expected marginal rate of tax at her selected retirement age. It's reasonable to assume she is likely to be a basic rate taxpayer at the selected retirement age, so the reduction would equal 20%. However, if Mrs D would have been able to take a tax free lump sum, the reduction should be applied to 75% of the compensation, resulting in an overall reduction of 15%.
- Pay Mrs D £250 for the distress and inconvenience caused by their actions as detailed above.

Further detail

Income tax may be payable on any interest paid. If GFS deducts income tax from the interest it should tell Mrs D how much has been taken off. GFS should give Mrs D a tax deduction certificate in respect of interest if Mrs D asks for one, so she can reclaim the tax on interest from HM Revenue & Customs if appropriate.

Portfolio name	Status	Benchmark	From ("start date")	To ("end date")	Additional interest

Standard Life SIPP	Still exists and liquid	Notional value from previous provider	Date GFS took over as servicing agents on the SIPP	Date of my final decision	8% simple per year from final decision to settlement (if not settled within 28 days of the business receiving the complainant's acceptance)

Actual value

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

Notional Value

This is the value of Mrs D's investment had it remained as initially invested when GFS took over as servicing agents until the end date. GFS should request that Standard Life calculate this value.

Whilst I'm unaware of any withdrawals having been made from the SIPP, I must confirm that any withdrawal from the SL SIPP should be deducted from the notional value calculation at the point it was actually paid so it ceases to accrue any return in the calculation from that point on. If there is a large number of regular payments, to keep calculations simpler, I'll accept if GFS totals all those payments and deducts that figure at the end to determine the notional value instead of deducting periodically.

If Standard Life is unable to calculate a notional value, GFS will need to determine a fair value for Mrs D's investment instead, using this benchmark: FTSE UK Private Investors Income Total Return Index. The adjustments above also apply to the calculation of a fair value using the benchmark, which is then used instead of the notional value in the calculation of compensation.

Why is this remedy suitable?

I've decided on this method of compensation because:

- I'm reasonably satisfied that Mrs D wanted Income with some growth and was willing to accept some investment risk.

- If Standard Life is unable to calculate a notional value, then I consider the measure below is appropriate.

- The FTSE UK Private Investors Income ***Total Return*** index (prior to 1 March 2017, the FTSE WMA Stock Market Income total return index) is made up of a range of indices with different asset classes, mainly UK equities and government bonds. It would be a fair measure for someone who was prepared to take some risk to get a higher return.

- Although it is called income index, the mix and diversification provided within the index is close enough to allow me to use it as a reasonable measure of comparison given what I think Mrs D's circumstances and risk attitude likely were at the time.

My final decision

I uphold the complaint. My decision is that Grew Financial Services Limited should pay the amount calculated as set out above.

Grew Financial Services Limited should provide details of its calculation to Mrs D in a clear, simple format.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 11 April 2025.

Mark Evans
Ombudsman