

## **The complaint**

Mr K complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY (NatWest) hasn't treated him fairly in respect of arrears on his mortgage, and a related subject access request.

## **What happened**

Mr K has a mortgage with NatWest. He took an offset flexible mortgage in 2007. The mortgage was on repayment terms over 20 years, with borrowing of £170,000. Later that year Mr K took further drawdowns and the balance reached around £290,000.

The mortgage fell into arrears and a possession order was issued in 2010. Mr K then reduced the arrears and the remaining arrears were capitalised in 2014.

However, from around 2016 Mr K began to experience serious health issues and from 2017 the mortgage began to fall back into arrears. By 2018 the balance was £250,000. But since then, the balance has increased again because payments made have been less than interest added. By the end of 2024, with around three years of the term left, the balance had reached £340,000.

Mr K remains in very poor health and unable to work. He is married, but his wife is not party to the mortgage agreement and Mr K says she mainly acts as his carer so is also unable to work. In 2018, he says that following a conversation with NatWest, it agreed that it would allow the mortgage to continue with a view to it being paid off by Mr K's life insurance policy in due course.

In 2022, NatWest contacted Mr K because of significant arrears on his mortgage. A NatWest adviser visited Mr K at home to discuss his mortgage, his finances and whether he would be able to repay the arrears. This was a second visit – a first having been made in 2020. NatWest told him that there was no agreement to accept his life insurance and that he would need to address the arrears. Mr K says that the stress of this conversation caused a significant health event which led to his hospitalisation. He says that despite this NatWest continued to press him for information, which worsened his condition. Eventually, it told Mr K his account had been passed to its evictions team.

In 2024, Mr K made a subject access request for documents NatWest held containing his personal data. He complains that NatWest didn't handle the request fairly or provide him with the information he was entitled to. He says it has withheld or lost some documents and only provided summaries, not copies, of others. He says that in not providing information, NatWest is obstructing his ability to complain about his mortgage.

Mr K complains about how he has been treated by NatWest. He says it is fully aware of his health conditions and the impact stress has on him. He says that its actions directly caused a serious health incident, which ought to have been foreseeable. He wants NatWest to provide all the information he believes he is entitled to.

NatWest's initial response to Mr K's complaint said that it accepted there had been delay in

responding to his subject access request, which it said was due to a high volume of requests. It offered £150 compensation for this. But it said it had then handled the request appropriately – under the relevant law, Mr K was entitled to his personal data, not to copies of particular documents. It said it had provided his personal data. It said there may be other routes to obtain copies of documents such as credit agreements, but that was not appropriate for a subject access request.

In a second response, NatWest accepted that it hadn't searched for call recordings when answering the subject access request. It said it had now done so and didn't hold any call recordings – but it should have done that at the time. It offered a further £150 compensation.

NatWest said that it had been aware of Mr K's health conditions since 2017, and his account was referred to its specialist support team. In 2017 Mr K and NatWest discussed selling the property through the assisted voluntary sale scheme due to arrears at that time. NatWest said it agreed a series of extensions for the sale to go ahead but no progress was made and Mr K decided against a sale in 2019. In 2019, Mr K decided to apply for a new joint mortgage with his wife to replace this mortgage, but because of health concerns at the time no application was made. NatWest said it was aware Mr K was in hospital at this time and so didn't take any further action.

In 2020, NatWest said it reassured Mr K that it was still not taking any action in relation to the arrears. Mr K told NatWest of further health problems in 2021. In 2022, NatWest said that it had still not taken any action up to that point but that couldn't continue indefinitely and it might need to take repossession action if the arrears weren't addressed.

On 20 April 2022, NatWest decided to temporarily stop charging interest on the mortgage, refunding interest that had been charged since the start of 2022. It says this was because Mr K was expecting significant compensation which he would use to reduce the mortgage balance.

In November 2022, NatWest sent a manager to visit Mr K at home to discuss his mortgage as no agreement had yet been reached. Mr K had received the compensation, but had used it for other purposes rather than reducing the arrears or mortgage balance. NatWest said it would restart interest, and that it needed Mr K to find a way to address the arrears if repossession was to be avoided.

In 2023, NatWest agreed a payment arrangement of £500 for the months of February and March, and said it would need further financial and medical evidence ahead of a discussion about payments proposals from April 2023.

NatWest said it agreed a further payment arrangement of £500 per month for April and May 2023. Although no arrangement was in place after that, Mr K continued to pay £500 per month. But this was much less than the interest being added each month, so the mortgage balance continued to grow. By the end of 2024, the balance was almost £340,000.

In September 2023 NatWest told Mr K that this wasn't sustainable and that, because Mr K hadn't made any long term proposals even though it had been a year since the home visit, it would refer his mortgage back to its specialist support team. In January 2024, it told Mr K that it would begin proceedings to enforce the possession order it already held from 2010. In February 2024, Mr K said he was intending to sell the property, though it appears he didn't in fact place it on the market.

NatWest said that there had never been an agreement that it would not take action and accept payment of Mr K's life insurance to settle the mortgage or make up for the payments. It said that Mr K's wife had told its agent in 2018 that Mr K's condition was not improving,

and asked about taking on the mortgage herself, and that the life insurance could cover the mortgage payments in the meantime. NatWest says it told her at the time that any action was on hold and there would be further discussions in early 2019. In 2019 Mr K was in hospital and unwell for periods, and so there was a further discussion in the March 2020 home visit. The manager who visited Mr K took details of the life insurance policy but didn't agree to accept it in settlement of the mortgage.

Mr K said that NatWest had pressured him, causing serious health issues. It had delayed action at some times, but at others had not. It had not accepted accountability for its part in the deterioration of his health. Mr K said that NatWest should allow him a reasonable time to sell the property – the length of that time should take into account his vulnerability – or explore other options before repossession. He said that NatWest had harassed him, including at times when it knew he was in hospital, and put pressure on his wife to respond on his behalf even though this was not her mortgage, with severe impacts on his health. He said that NatWest had changed its position on accepting the life insurance policy and his subject access request, if properly complied with, would show that. It had also worsened his situation by not offering lower interest rates.

Our investigator thought that NatWest's offer of £300 compensation for problems with the subject access request was fair. He didn't think NatWest had acted unreasonably in seeking to address the arrears and threatening to repossess the property if a way forward couldn't be agreed.

Mr K didn't agree with the investigator's view. He said:

- NatWest had failed to take proper account of his health conditions and vulnerability. It had directly caused a worsening of his condition – the medical evidence he provided showed that the cause was stress, and the stress was caused by NatWest. NatWest had failed to apply the regulator's guidance on the treatment of vulnerable customers and the Equality Act 2010.
- NatWest had not properly responded to his subject access request. Providing summaries rather than copies of documents was not in compliance with the legal requirements. It had provided incomplete and inconsistent disclosure over several months – among other things, frustrating Mr K's ability to complain about his mortgage.
- It's not correct that there was no agreement to accept the life insurance as a repayment vehicle for the mortgage. Both Mr and Mrs K have a clear memory of this agreement. NatWest has failed to provide documents that would evidence an agreement, and it's unreasonable to expect Mr K to prove it in the absence of that evidence.
- NatWest has not acted fairly in threatening repossession. It has failed to consider alternatives, such as restructuring the mortgage or allowing reasonable time to sell the property. Repossession would have catastrophic impacts on Mr K and his family and be a breach of their human rights as well as the regulator's rules. NatWest has also not complied with the pre-action protocol for repossession.
- £300 compensation does not address the harm NatWest has caused. In refusing more favourable interest rates, or restructuring the mortgage, it has added tens of thousands of pounds to the debt. And its actions have had severe and life-threatening consequences for Mr K's health, which also warrants substantial compensation.

As part of considering my decision, I asked Mr K for an update on his situation and plans. He said that the property is not currently on the market. He received a valuation of £550,000 in February 2024, but didn't go ahead with marketing at that time because he was hospitalised, and since coming out of hospital has been pursuing his subject access request and complaint. He would like to sell the property, but NatWest has told him that putting it on the market wouldn't stop repossession – only an agreed sale and exchange of contracts would do that. He estimates the property is currently worth at least £475,000. Mr K said that the compensation he received in 2022 was mainly used to repay family members who had lent him money over the years. He is not anticipating any further compensation as he has been advised that due to a lack of evidence his claim cannot proceed any further. Mr K said that he and his wife were in receipt of benefits but had not applied for support for mortgage interest (SMI) because it was a loan and because they had been advised that a claim would take a long time to process. In any case SMI would not cover the full mortgage payments.

NatWest said that, subject to the outcome of this complaint, it was not intending to allow further time for the property to be sold and it intended to move forward with repossession and sale. It said it had offered considerable forbearance over many years, but the mortgage balance was escalating. Mr K had continued to pay £500 per month until November 2024 – but the monthly payment due is around £2,450 and no payments have been made from December onwards. As at the end of March 2025, the arrears are over £171,000.

### **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 very sorry to hear of Mr K's situation and everything that he and his family have experienced. I can't imagine how difficult things have been for them. I've taken everything he has said into account. But I'm afraid that, having done so, I don't think I can fairly uphold this complaint. I'll explain why.

In deciding what's fair and reasonable in all the circumstances I've taken full account of relevant law and regulations, including the Equality Act and the Human Rights Act, as well as the regulator's consumer duty rules (where relevant), the rules of mortgage regulation and the regulator's guidance on tailored support for borrowers in financial difficulty and on the treatment of vulnerable customers.

Mr K has been in arrears – and the arrears have been increasing – for a long time. The mortgage balance is now approaching £350,000 and the arrears alone are more than £170,000. There are only a few years left on the mortgage term, and there's clearly no prospect of Mr K repaying either the arrears or the mortgage balance by the end of the term.

Mr and Mrs K have completed several income and expenditure assessments over the years. The figures vary, but the overall position is clear – this mortgage is not affordable. Mr K can't afford to pay the monthly payments or make any contribution to reducing the arrears.

Mr K says that NatWest hasn't offered new reduced interest rates over the years, which has inflated the monthly payments and so the arrears and overall balance. But I'm not persuaded NatWest has acted unfairly here. This is an offset mortgage, and from the start of the mortgage it's been on NatWest's specific offset variable rate. Mr K doesn't have any savings so isn't benefitting from the offset feature. But nonetheless this is an offset mortgage.

NatWest doesn't offer fixed interest rates on offset mortgages. It only has the offset variable rate. So there are no fixed rates available to Mr K for this mortgage, and there never have been.

The only way to change the interest rate would be to close this offset mortgage down and replace it with a new standard (non-offset) mortgage. Mr K doesn't meet the criteria for a new mortgage.

Under the rules of mortgage regulation, NatWest could set aside things like an affordability assessment if it was offering a new mortgage to replace this one on a like for like basis with no further borrowing. That means that this being an offset mortgage isn't, of itself, a barrier to offering a new interest rate.

However, if NatWest was to replace this mortgage with a mortgage from its standard range and offer Mr K a new fixed rate, I don't think that would solve Mr K's problems. Reducing the interest rate wouldn't address the underlying problem – the mortgage would still be unaffordable even at a lower interest rate, and the arrears would still have mounted (albeit a little more slowly).

And offering a new fixed rate has a significant downside. It would come with an early repayment charge (ERC) of up to 5% of the mortgage balance. Given that over the last few years Mr K has said he plans to sell the property at various times – and was on the assisted voluntary sale scheme up to 2019 – and that NatWest has been contemplating repossession, a new fixed rate wouldn't have been appropriate or in Mr K's best interests, because it would have come with the risk of an ERC.

I can see that NatWest did consider moving Mr K to a standard mortgage in 2019, but it wasn't possible because of the arrears – creating a new mortgage would involve capitalising the existing arrears, which would increase the monthly payments, and that wouldn't have been affordable. At that time, the arrears were around £40,000.

In summary, then, it would have been possible for NatWest to offer Mr K a new, reduced, fixed interest rate by replacing this offset mortgage with a standard one. But doing so wouldn't have made the mortgage affordable for Mr K or resolved the underlying problem. Because of the impact of capitalising the arrears, even reducing the interest rate might still mean an increase in the contractual monthly payment. And it would have put Mr K at risk of a substantial ERC. I'm not therefore persuaded that a new interest rate would have been appropriate forbearance in the particular circumstances of this case. I don't find that NatWest acted unfairly in not offering one.

I've also thought about whether there was an agreement that NatWest would accept Mr K's life insurance policy as sufficient to repay the mortgage and not take recovery action. I've considered what Mr K has said about this, and I've taken into account his and Mrs K's recollection of an agreement. But I'm not persuaded that there was.

According to the policy documents Mr K shared with NatWest in 2020, the sum assured is £300,000 – which is less than the current mortgage balance. The life insurance would only pay out in the event of Mr K's death, or terminal diagnosis. Mr K told NatWest in April 2021 that a claim based on terminal illness had been rejected. Mr K says that his conditions are life limiting, but there isn't medical evidence of a specific terminal prognosis or life expectancy. The life insurance would only pay out if it wasn't cancelled in the meantime, and only if Mr K kept up the payments to the policy – which, given his wider financial difficulties, isn't certain.

For all those reasons, there would be considerable risk to NatWest accepting an anticipated life insurance payment instead of repayment to the mortgage in the usual way. It couldn't know for sure if, or when, the policy would pay out – or that it would be sufficient if it did. The longer the period until any claim is successfully made, the more the mortgage balance grows in the meantime – and the more by which it exceeds the sum assured.

There's also no documentary evidence that NatWest did in fact agree to this proposal. The relationship manager who visited Mr K at home in March 2020 recorded a discussion about the life insurance, and that Mr K proposed reliance on it. But she also recorded that she had concerns about that, and that it would not be her decision, but would need to be referred internally. Following this conversation, there are records of Mr K having said that NatWest had agreed to accept the life insurance policy – but no record of it actually having done so. The earlier discussion Mr K recalls, in around 2018, was with the agent dealing with the voluntary sale, not NatWest. That agent couldn't have agreed to something on NatWest's behalf – and in any case there would have been no need to rely on the life insurance at that time because a sale was still actively being sought.

On balance, I accept that there was a discussion about the life insurance policy, at least in 2020. But I'm not persuaded that the outcome of that discussion was that NatWest agreed that it would accept eventual payment from the life insurance instead of the mortgage being repaid in the usual way.

Not only am I satisfied that NatWest didn't actually accept Mr K's life insurance policy as an alternative to repaying the mortgage, but I'm also satisfied that it wasn't unfair for NatWest to refuse to do so. I agree that the risks of doing so mean that it wasn't something NatWest could safely rely on. I also think it wouldn't have been in Mr K's best interests to agree to it either – since it would involve the mortgage going unpaid in the meantime, with the balance increasing and exceeding the policy, and eroding the equity in the property. In the event that Mr K were to pass away while the mortgage remains outstanding, there would be no barrier to his estate using any successful claim on the insurance to reduce the mortgage balance. But this is not something NatWest can fairly be expected to accept instead of payment in the usual way in the meantime.

I'm therefore satisfied that the amounts that NatWest is asking Mr K to pay – the monthly payment and the overall balance – are fair. And I'm satisfied that there was, and could not have been, any agreement to waive payment pending a life insurance claim. That means that Mr K is required, under the terms and conditions of the mortgage, to keep up with the monthly payments to ensure that the balance is repaid by the end of the term. Clearly, that hasn't been possible. So next I need to think about whether NatWest has acted fairly and reasonably in the way it has managed the arrears and the forbearance it has shown.

Having considered everything carefully, I'm satisfied that it did. This is a very difficult situation for Mr K, who is very vulnerable. The evidence shows that NatWest took that into account, and that it has shown considerably more forbearance than it would have done in other cases.

Between 2017 and 2023, Mr K made no payments to the mortgage at all. Over this time NatWest engaged with Mr K to understand his situation and health concerns. Until 2019, Mr K was in the assisted voluntary sale scheme, though he decided not to proceed with that in 2019, he says because he was concerned that he was being told to reduce the asking price to below what he considered the property to be worth.

Between 2019 and 2023, Mr K made no payments and was not taking any other steps to bring the mortgage to an end, such as putting the property on the market himself. NatWest allowed long periods with no progress or updates, understanding Mr K's health concerns and periods of hospitalisation. It also dealt with Mrs K on his behalf at his request. NatWest also sent a senior relationship manager to visit Mr K in his home on two occasions to get a better understanding of his situation and plans for the mortgage.

I've already explained why I don't think it was unreasonable that NatWest didn't agree to rely on a future insurance payout instead of the mortgage payments that were due. Other options

were discussed – Mr K said that he was expecting compensation of over £100,000 which he would use to reduce the mortgage balance. He was paid that compensation in 2022. But instead of paying it to the mortgage, Mr K used around £34,000 to repay loans from family members, around £20,000 to pay outstanding utility bills and unsecured creditors, and just under £1,000 to pay an outstanding tax bill. He transferred almost £16,000 to his wife's business (though it wasn't actively trading in any significant way at the time) and used around £35,000 to buy various items including a new car and to pay for home improvements and repairs.

I understand why Mr K felt under pressure to repay unsecured creditors and family loans. But NatWest is correct that a mortgage, secured over his home, should be a priority over other unsecured debts, even if those creditors are also putting him under pressure. It was reasonable for NatWest to be concerned that Mr K had received such a large sum of money but hadn't used any of it to reduce his mortgage arrears or mortgage debt – especially when he had assured NatWest he would.

The purpose of forbearance is to find a way to get a mortgage back on track – for example, by allowing a borrower time to find a way of meeting the mortgage payments (such as a temporary reduced payment arrangement following loss of a job, until finding another), or by agreeing an arrangement to repay arrears over time. The rules of mortgage regulation say that a lender should consider all forbearance options, treating repossession as a last resort.

I'm satisfied that's what NatWest has done in this case. It allowed Mr K to make no payments at all for almost six years without taking repossession action. In that time Mr K signed up to and then withdrew from the assisted sale scheme. He promised to pay into the mortgage from his compensation payment, but didn't do so. NatWest allowed Mr K substantial time and space to find a way to get things back on track but that hasn't proved to be possible, and the mortgage only became more unaffordable over time as the arrears increased and the remaining term reduced.

NatWest agreed a temporary payment arrangement of £500 per month for a few months in early 2023. This allowed Mr K to resume making some payments to the mortgage – though not enough to prevent the arrears continuing to increase. It agreed to this on the basis that Mr and Mrs K would use the time to raise other funds, for example by selling collectible and luxury items they owned. But this only resulted in a payment of an additional £1,600 in May 2023. As no further proposals were made during the rest of 2023, NatWest passed the mortgage to its evictions team in early 2024.

Mr K told NatWest that he would shortly be putting the property on the market. But he told our investigator that he didn't actually put it on the market, because NatWest had said it wouldn't allow further time for sale unless there was an agreed date for exchange of contracts – not just initial marketing – and because he was pursuing his subject access requests and complaints. However, it's not clear to me why that would have prevented Mr K putting the property on the market. Even if NatWest wouldn't agree to stop taking further recovery action unless a sale was agreed, if Mr K could get a sale agreed it would do so – which is therefore a reason for putting the property on the market, not a reason for not doing so.

NatWest has an overriding obligation to treat customers fairly, and take account of their best interests. I appreciate how difficult bringing the mortgage to an end – which, realistically, means either sale of the property or repossession – would be for Mr K and his family. But it's clear that he has no prospect of getting the mortgage back on track, or of resuming payments at a level that would either stop the arrears rising or bring them down. With every month that goes by, the balance increases as more interest is charged on the arrears. With every month that goes by, the remaining equity in the property is being eroded. With every

month that goes by, the amount that will be left to Mr K and his family when the mortgage is eventually repaid reduces.

In those circumstances, I agree with NatWest that allowing this situation to continue only makes things worse. Hard as it may be for Mr K and his family to bring the mortgage to an end now, it will only get harder the longer it is left.

NatWest has given Mr K eight years now to bring things back on track, or take steps to bring the mortgage to an end. I think that, in the circumstances, it has shown considerable forbearance. There's no prospect of getting the mortgage back on track, and allowing things to continue risks worsening the outcome for Mr K and his family. Once this complaint is over, NatWest intends to resume taking steps to repossess the property. I'm afraid I don't think that's unreasonable. But that doesn't stop Mr K putting the property on the market for sale himself, with a sale running alongside the steps NatWest takes. If he is able to agree a sale before repossession, NatWest should allow a sale to complete. But it wouldn't be fair and reasonable, or in Mr K's best interests, to allow further time before taking action to recover the mortgage balance.

In saying that, I've taken full account of NatWest's obligations to Mr K as a vulnerable customer. I'm satisfied it has made adjustments for Mr K – including home visits, periods of non-contact, and allowing forbearance to continue for eight years without taking repossession action. But NatWest's regulatory and legal obligations don't mean that it has to write the mortgage off, stop charging interest, or not expect payments to be made. As the Court of Appeal has said,<sup>1</sup> reasonable adjustments under the Equality Act do not extend to fundamentally changing the nature of the mortgage agreement. This is a repayment mortgage with regular monthly payments expected. NatWest has, by way of forbearance, allowed Mr K not to make payments, or full payments, for a number of years. But that doesn't mean it has to continue to do so indefinitely if continued forbearance is no longer appropriate, or that it isn't allowed to continue to treat this as a repayment mortgage with monthly payments due. And it doesn't mean that NatWest can't take enforcement action – especially where, as here, continuing forbearance risks making the ultimate outcome for Mr K worse with every month that passes.

Mr K has also referred to the Human Rights Act, and to the mortgage possession pre-action protocol. But I'm not persuaded they are relevant here. NatWest is not a public body and isn't subject to the Human Rights Act, though if there are court proceedings Mr K may be able to argue that the court ought to take the Act into account in making its decision. NatWest is subject to the pre-action protocol. But that only applies to steps immediately before issuing possession proceedings. NatWest obtained a possession order in 2010. If it can rely on that order now to seek a warrant of eviction (whether it can or not would be a decision for the court, not for me), then the pre-action protocol – which relates to steps taken before possession proceedings, not steps taken to enforce an existing possession order – wouldn't apply. And if NatWest can't rely on the 2010 possession order and has to take fresh possession proceedings, then it would be bound by the pre-action protocol at that point. But things have not yet reached that stage.

Mr K says that NatWest's actions have directly made his health situation worse. But I'm not persuaded of that. Firstly, as I've set out above, I don't think NatWest has acted unfairly – even taking into account Mr K's health and vulnerability. Secondly, even if it had acted unfairly, the medical evidence Mr K has provided doesn't show a direct connection between NatWest's actions and his health. It does show that his conditions can be worsened by stress. But Mr K's situation – even leaving aside the mortgage – is a very stressful one. And I've no doubt that being faced with a large mortgage and no prospect of repaying it is

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<sup>1</sup> *Green v Southern Pacific Mortgage Ltd & Anor* [2018] EWCA Civ 854

stressful. But Mr K is in that situation because of his health and wider circumstances, not because of anything NatWest has done. I'm satisfied that NatWest has acted appropriately and sensitively in managing its interactions with Mr K to ensure that they aren't any more stressful for him than is unavoidable. It wouldn't be fair and reasonable to require NatWest not to contact Mr K, or not expect payment, at all.

Finally, I've considered how NatWest responded to Mr K's subject access request. I agree with NatWest that under data protection legislation Mr K is entitled to copies of the personal data NatWest holds on him. But he's not entitled to anything beyond that. NatWest should have made sure it responded to his subject access request in good time, and that it searched all its records – including call recording logs – properly the first time. It's paid Mr K £300 compensation for failing to do that, which I think is fair. I'm not persuaded that there's evidence that NatWest has unfairly withheld material Mr K is entitled to.

In conclusion, and while I know how upsetting this will be for Mr K, I'm afraid that I can't fairly uphold his complaint. I do have a great deal of sympathy for the situation he and his family find themselves in. But I don't think their situation is NatWest's fault. NatWest has acted fairly and sensitively and has given Mr K as much time as can reasonably be expected to try and bring his mortgage back on track or bring it to an end. Allowing things to continue indefinitely just means that Mr K's debt to NatWest continues to spiral, reducing any equity he has in the property.

Realistically, acting not just as it is entitled to do but also acting in Mr K's best interests, NatWest has no option left but to bring the mortgage to an end itself if Mr K is unable to do so. I know Mr K has, for the last year, been focussed on his subject access requests and complaint. Now that the complaint is at an end, I'd urge him to focus on finding a solution to the mortgage – which is likely to mean selling the property, and to mean doing so as quickly as possible before NatWest takes possession. Disruptive and difficult as a sale would be, it's preferable to a repossession. I sincerely hope that can be avoided.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 8 May 2025.

Simon Pugh  
**Ombudsman**