DRN-6130929

The complaint

A limited company with charitable status, that I will refer to as K, has complained about Arch Insurance (UK) Limited's decision to reject a claim under its property owners (unoccupied) insurance policy and void the policy from its start date.

The complaint is brought by the directors of K on its behalf. They are represented in this complaint but for ease, I will refer to K throughout this decision.

What happened

In December 2021, K reported a claim under its policy with Arch following a fire at its premises, which was found to be deliberate.

Arch considered the claim but said it would void the policy from the start of the last policy period, as K had not disclosed that it intended to convert the premises to provide hostel and refuge accommodation. Arch said this meant it was not provided with a fair representation of the risk it had been asked to insure at the last renewal of the policy.

Arch says that when K first applied for the policy in October 2019, it was told that K owned a property that it intended to use for its business activities (which consisted of providing community-based services). The policy was renewed on this basis each year since, until October 2021.

However, Arch says it had found that K had applied in mid-2021 to convert part of the premises to provide accommodation for homeless people and a hostel. Arch says it was not told this was the intention at the time of the first application or at any renewal, and if it had known the change of intended use, it would not have renewed the policy in October 2021, as it is not a risk it would be prepared to insure.

Based on this, Arch rejected the claim and voided the policy with effect from the renewal date, *i.e*. October 2021. Arch refunded the premium. It also said that in any case, the claim would be rejected because K had breached the policy conditions that applied because the building was unoccupied. This included that the letterboxes should have been secured, combustible materials removed and weekly inspections carried out and logged. Arch says that K could not say when the property had last been inspected before the fire, the letterboxes had not been secured and combustible materials had not been removed, for example there was post that had not been collected since August/September 2021 and the building had been used for storage of bed frames and mattresses.

K is very unhappy with this and complained but Arch did not change its mind about the claim, so K referred the complaint to us.

One of our Investigators looked into the matter. She did not consider that Arch was entitled to void the policy, as the building was not actually being used as accommodation; K had only applied for planning permission to do so. The Investigator therefore said the risk had not changed, so she did not think there had been any misrepresentation of the risk and Arch had not provided enough underwriting evidence that its underwriting decision would have been

different in October 2021, if it had known that a planning application had been made by K. She therefore recommended that Arch remove the voidance from K's insurance record and provide it with written confirmation of this.

Arch agreed to remove the avoidance of the policy from K's record.

The Investigator was also initially satisfied that Arch was entitled to reject the claim for the fire because K had not complied with the policy requirements while the property was unoccupied. However, after considering K's response to her assessment, the Investigator changed her mind and said that the breach of the unoccupancy conditions did not connect to the circumstances of the claim, *i.e.* compliance with the conditions would not have prevented the loss, or reduced it, so it is not fair or reasonable for Arch to rely on that breach to reject the claim. The investigator therefore recommended that Arch reconsider the claim.

Following this, K told us that as a result of voidance of its policy, it had to pay higher premiums elsewhere. It says that the insurance with Arch had been £3,245.56 for the year but this increased to £5,684, £7,144.16 and £9,000.52, in 2022, 2023 and 2024 respectively. In total it therefore says it has paid £12,097 more than otherwise would have been the case and want this reimbursed together with interest.

K also asked for reimbursement of its legal costs of the complaint.

The Investigator considered K's further points. She agreed that the additional premiums K had been charged should be paid by Arch, together with interest at our usual rate. She did not recommend their legal costs be reimbursed, as they were not necessary to bring the complaint to this service.

Arch does not accept the Investigator's second assessment. It says it had agreed to remove the voidance but only because the Investigator had said she was satisfied it was not unfair to refuse the claim. It does not agree that voidance of the policy was incorrect and does not agree that it should pay any amount for increased premiums.

Arch has also said that the Investigator has not applied the Insurance Act 2015 properly and has failed to take into account judicial guidance in relation to section 11(3) of the Act, in the case of MOK Petro Energy - v - Argo (No. 604) Limited ("The F1") [2024] EWHC 1935 (Comm). Arch has made a number of points, which I have summarised below:

- The Judge in that case commented that the 2015 Act did not require there to be a direct causal link between the breach of condition and ultimate loss and is supportive of Arch's reliance on numerous breaches of the unoccupancy condition in the policy.
- The effect of compliance with the unoccupancy condition is clearly to reduce the risk of loss, including loss by fire, at the insured property. Arch is therefore entitled to rely on a breach of the unoccupancy condition, even if they did not directly cause this loss (which is not accepted in any event).
- K confirmed to Arch, and its appointed investigators, on a number of separate occasions that no records were kept of any inspections and that inspections were done 'regularly' but not every 7 days, but no evidence of such inspections was provided.
- An inspection log has now been produced but it thinks this was produced to try and falsely claim compliance with the condition, as the metadata shows this was created on 1 March 2022 and was not therefore a contemporaneous log. In any case, the log shows a two week gap between inspections at times, so there was still a breach of this condition.
- There were a number of seats of fire in the premises, with the arsonists setting fire to combustible items present at the property, such that in addition to increasing the risk

of fire generally, this breach increased the risk of fire by intruder arsonists because it is as a matter of fact how the fire was started.

- The more recent policies taken by K are not like-for-like and have significantly higher sums insured, which is the reason a higher premium has been charged.

As the Investigator was unable to resolve the complaint, it was passed to me. I did not agree with the Investigator's recommendation. I therefore issued a provisional decision on the matter in January 2026. I have copied my provisional findings below:

> "Was Arch entitled to void the policy?
>
> The policy was first taken out in October 2019. K told Arch that the building would be unoccupied but was to be restored. The policy renewed on that basis in 2020 and 2021. Around the time of renewal in 2021 Arch asked for an update about the building and was told it was still unoccupied and that K hoped to complete the work needed to make it suitable as a cultural centre in 2022. Arch renewed the policy on this basis.
>
> Arch says that this was a misrepresentation of the risk it was asked to cover. Arch has said if it had been made aware of the impending change of use it would not have offered the cover on any terms, so voided with effect from October 2021. This meant the claim would not be covered because there was no policy in place at the time of the fire. In any event it also said there was no cover for the claim for other reasons, which I will address below.
>
> As the Investigator has explained, as this was a commercial insurance contract, The Insurance Act 2015 applies.
>
> Under the Insurance Act 2015, commercial policyholders have a duty to make a fair presentation of risk to their insurer when taking out a policy. Section 3, subsection (4) of the Act sets out that this means they have to disclose: everything they know, or ought to know, that would influence the judgment of an insurer in deciding whether to insure the risk and on what terms; or enough information to put an insurer on notice that it needs to make further enquiries about potentially material circumstances.
>
> In the circumstances of this case, I have to therefore consider whether K gave a fair presentation to Arch of everything it knew – or ought to have known – about the risks it wanted to insure in October 2021.
>
> Planning permission had been granted not long before the renewal for conversion of the property into refuge and hostel accommodation. This was clearly therefore information that K was aware of. However, K has said its plans were not crystallised and no decision had been made as to whether to go ahead with the conversion or sell the property with planning permission.
>
> I do not think that the planning permission alone meant that there was a misrepresentation or failure to disclose material information. I think the duty to disclose the potential plans for the building would have arisen at the point the plans were decided and steps taken to put them into action. There is no evidence, as far as I am aware, that any steps had been taken to put those plans into action, or indeed any decision made. The property remained unoccupied, as declared in 2019, throughout.
>
> Even if I am wrong about that, and K should have disclosed this information in 2019, I do not think that Arch is entitled to void the policy. I say this because, where a fair

presentation of risk is not provided, Arch will only have a remedy against the breach if it would have either not offered the policy or would have done so on different terms had K provided the correct information. If this is the case, this will be a qualifying breach.

Arch has said it would not have offered the policy at all because refuge accommodation is not a risk it would take on. It has provided evidence from its underwriters to that effect. The question Arch asked its underwriters and their response is set out below:

> *"Would we have written the risk if we knew the end use was going to be a women's hostel/refuge?*
>
> *Absolutely not as such a risk would be outside of Arch underwriting appetite (even once occupied)."*

I have no reason to doubt that it would not choose to insure a refuge, or a building that had been planned to be used as such. But in this case, the building was not being so used and there were no crystalised plans to use it as such. Arch was still being asked to insure an unoccupied building.

If K had disclosed this information in October 2021, it seems to me that all Arch would have known was that at some point some more extensive works would be starting than previously notified and it seems to me it would have likely still have offered the policy.

I find it difficult to accept that it is likely it would not have accepted cover for the period October 2021 to October 2022 because permission had been granted to make potential changes to the building but which had not started, and which had no planned start date.

I therefore agree with the Investigator that the policy voidance should be reversed and removed from K's insurance record. I think this is in line with the Act and is fair and reasonable in all the circumstances. Arch has already refunded the premium, I do not intend to take any action about that.

Impact on future premiums

K has provided copies of insurance schedules showing the premiums it was charged for alternative cover elsewhere and asked that Arch reimburse them the additional cost. It says this is because they were charged more due to the voidance of the policy.

I have considered this carefully but I cannot see that the information provided by K proves that the higher premiums were solely due to having to declare that it had a previous insurance policy voided. There is indeed no evidence, as far as I can see, that this was declared to the other insurers. It seems to me likely that K's premiums would have increased given the previous fire and as Arch has pointed out the policies have different cover from that which it provided in October 2021.

In addition, I can see that the premiums increased significantly each year since K moved insurers, so it seems this is unlikely to be attributable solely to the voidance.

Given all this, I do not consider that I can fairly require Arch to reimburse any part of the premiums K has paid to other insurers. K can, in any event, present the evidence

that the voidance has been removed from its records to its new insurers and ask that they consider retrospectively amending the premiums.

Should the claim be covered?

Insurers are required to deal with claims fairly and not reject claims unfairly. The rules that apply to insurers are contained in the Insurance Conduct of Business ("ICOBS") section of the Financial Conduct Authority's Handbook. The rule relevant to this case is as follows:

> *"ICOBS 8.1*
>
> *An insurer must:*
>
> *8.1.1 (3) not unreasonably reject a claim …*
>
> *8.1.2A*
>
> *(1) Cases in which rejection of a consumer's claim would be unreasonable (in the FCA's view) include …*
> *(b) where the claim is subject to the Insurance Act 2015 for breach of warranty or term…unless the insurer is able to rely on the relevant provisions of the Insurance Act 2015 …*
>
> *(2) The Insurance Act 2015 set out a number of situations in which an insurer may have no obligation to pay. For example …*
> *(b) Section 11 places restrictions on an insurer's ability to reject a claim for breach of a term where compliance is aimed at reducing certain types of risk."*

As this is a commercial policy, the claim is subject to The Insurance Act 2015. It states:

> *"Section 11*
>
> *Terms not relevant to the actual loss*
>
> *(1) This section applies to a term (express or implied) of a contract of insurance, other than a term defining the risk as a whole, if compliance with it would tend to reduce the risk of one or more of the following—*
>
> *(a)loss of a particular kind,*
> *(b)loss at a particular location,*
> *(c)loss at a particular time.*
>
> *(2) If a loss occurs, and the term has not been complied with, the insurer may not rely on the non-compliance to exclude, limit or discharge its liability under the contract for the loss if the insured satisfies subsection (3).*
>
> *(3) The insured satisfies this subsection if it shows that the non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."*

The Insurance Act 2015 also contains some explanatory notes for this section, which state:

> "*92.Section 11 applies to any warranty or other term which can be seen to relate to a particular type of loss, or the risk of loss at a particular time or in a particular place. In the event of non-compliance with such a term, it is intended that the insurer should not be able to rely on that non-compliance to escape liability unless the non-compliance could potentially have had some bearing on the risk of the loss which actually occurred.*
> *93.Section 11(1) refers to contractual terms which, if complied with, "would tend to reduce the risk" of loss of a particular kind, or loss at a particular location or time. This is intended to enable an objective assessment of the "purpose" of the provision, by considering what sorts of loss might be less likely to occur as a consequence of the term being complied with.*
> *94.Section 11(1) does not apply only to warranties and may catch other types of contractual provision such as conditions precedent or exclusion clauses – provided those terms relate to a particular type of loss or loss at a particular location or time. Section 11 does not apply to clauses which define the risk as a whole. This is expected to include, for example, a requirement that a property or vehicle is not to be used commercially.*
> *95.If a loss occurs and a contractual term to which section 11 applies has not been complied with, sections 11(2) and 11(3) mean that the insurer cannot rely on that non-compliance to avoid or limit its liability for the loss, if the insured shows that the non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it actually occurred. For example, where a property has been damaged by flooding, it is expected that an insured could show that a failure to use the required type of lock on a window could not have increased the risk of that loss. In this case the insurer should pay out on the flood claim.*
> *96.A direct causal link between the breach and the ultimate loss is not required. That is, the relevant test is not whether the non-compliance actually caused or contributed to the loss which has been suffered."*

I have also considered the case of MOK Petro Energy - v – Argo which has been referred to by Arch.

K's policy contained the following conditions for an unoccupied building:

> *"If in relation to any claim for Damage in respect of any Vacant or Disused buildings You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim You must:*
>
> *3. carry out at least weekly internal and external inspections of the Premises and*
> *a. maintain a weekly log of such inspections*
> *b. as soon as possible repair or arrange to be repaired any defects found*
>
> *4. ensure that the Premises are adequately secured against unauthorised entry including the sealing of any letterboxes and openings*
>
> *5. remove any accumulations of combustible materials such as junk mail and newspapers during each inspection of the Premises."*

As well as the general conditions above, there was also an endorsement on the policy that required combustible materials not to be left in the open within 10m of the property and all windows to be boarded up.

I have considered the evidence provided by both parties, including the loss adjusters report about the conditions that applied in this case and will deal with each one in turn.

1. Requirement to regularly inspect the premises

I note the loss adjusters recorded that K initially said there was no formal log of inspections and it was unable to confirm the last date the premises had been inspected.

However, K also said that the log of inspections was sent to the loss adjusters on 16 March 2022 (and I can see an email from the loss adjusters dated 22 March 2022 confirming this).

Arch says the document was created on 1 March 2022 but I've seen no independent evidence to support this.

However, given K's initially comments about the log and inspections and that in any case, the log that has been provided does show some weekly inspections were missed, I think there is some reasonable doubt as to whether the inspections were carried out in compliance with this condition.

2. Securing of letterbox

I think it is accepted that the letterbox was not secured, so this condition was breached.

3. Removal of combustible materials

I cannot see any evidence that K was not permitted to store items at the premises, so I am not persuaded that the fact there were mattresses and wooden furniture (even though they are combustible) in there was a breach of the policy conditions.

However, there was apparently an accumulation of post inside the front door and several boxes of papers. I do think that this was therefore a breach of this condition.

It has not been highlighted by Arch but there was also a number of baseball and rounders bats that had been set alight outside, which appears to be a breach of the endorsement set out above.

There was therefore a breach of some of the terms. I have to decide now whether it is fair for Arch to rely on these breaches to reject the claim. Having done so I do not agree with the Investigator that it was not fair and reasonable to reject the claim for these reasons. I will explain why.

As set out above, the 2015 Act states that it is not necessary to establish that the fire would not have happened if K had complied with the above terms (to inspect the property every week, seal up the letterboxes and remove accumulations of combustible items). Instead, it requires that the terms are intended to reduce the risk of loss of *"a particular kind"* or *"loss at a particular location"* or *"loss at a particular time".* And that the *"non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."*

I accept that the conditions in question were intended to reduce the risk of the type of insured risk that happened here, as they seem to me to clearly have all been intended to reduce the risk of criminal damage, theft, vandalism and arson.

So I think the first part of this test is satisfied: the terms relied on by Arch were intended to reduce the risk of the particular kind of loss that occurred here (*i.e*. arson). I also think that the breach of these conditions will likely have increased the risk of this kind of claim (even if they did not directly cause this claim) in the circumstances in which it actually occurred (by breaking and entering) and setting fire to accumulation of combustible items (particularly papers) around the building.

I am sorry to disappoint K and I am mindful of the consequences of my decision on this charity but, having considered everything very carefully, I do not consider that Arch has acted unfairly or unreasonably in refusing the claim.

Legal representative fees

Our procedures are informal, and designed to be easily accessible to complainants without the need to employ legal or other representation. I do not consider that K was unable to bring this complaint to us without professional representation and so I am not persuaded that I should direct Arch to reimburse its solicitors costs in connection with this complaint.

My provisional decision

I intend to uphold this complaint in part and require Arch Insurance (UK) Limited to remove the voidance of the policy from K's insurance record and send it written confirmation of this."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or arguments they want considered.

Arch has not responded to my provisional decision.

K has responded and confirmed it does not accept my provisional decision. K has made a number of points in response. I have considered everything it has said and have summarised its main points below:

- In the pre-amble to the decision, I said I was not upholding the complaint and at the end said I was upholding it in part. It asks me to confirm the outcome.

- I said Arch had voided the policy from the start date of the policy but also later said it was from the renewal date. I should clarify that too.
- I should ask Arch to provide further underwriting evidence to prove it would not have agreed to provide cover in October 2021. K also disagrees with my reasoning about the voidance.
- I have said I am not taking any action about the refunded premium but this will cause an internal inconsistency. I should clarify whether Arch must treat the policy as on-risk for the relevant period, and how the premium is to be accounted for.
- It is unfair to draw an inference that K did not declare the voidance of the policy to its new insurers without directing production of the proposal forms and other documents from the new insurers. This places an unfair burden on K to prove its disclosure of the voidance and causation while Arch benefits from the missing disclosure records.

- With regard to the claim, the fire was a deliberate multi-seated fire. This does not support an inference that it was due to an accumulation of combustible items particularly papers.
- There is no evidence that the letterbox was an entry point. The fire service had to break in so the letterbox did not provide an easy entry point to break in.
- Accumulated letters and post is not proof the letterbox was unsealed and is not proof it played any part in unauthorised entry for the arson attack.
- Even if there were technical breaches of conditions, my decision must explain how letterbox sealing and inspection logs could realistically have increased the risk of this particular loss.
- I should cite specific evidence that accumulated post/papers were actually used as ignition/fuel in a material way, rather than relying on assumption.
- And I need to explain how each alleged breach could have increased the risk of the loss that occurred in the circumstances it occurred.
- There's no clear finding of a breach of the requirements to keep a log of inspections I have said there is doubt but need to make a definitive finding.
- The fire service had to force their way into the property. It was therefore secure and I need to address this and explain how the alleged breaches materially increased the risk of unauthorised access and arson
- I have disagreed with the Investigator which means it has little confidence the facts have been consistently scrutinised
- K is a small charity with no prior knowledge of the Ombudsman's processes and found it daunting to challenge a large insurer on statutory and underwriting issues. Given the potential exposure and the importance of safeguarding charitable assets, it was reasonable to seek legal assistance. K's claim for legal costs are therefore fair and proportionate and should be reimbursed.

The investigator explained to K that it would need to provide any evidence about its cover with its new insurers to support that it was charged higher premiums due to the voidance of the policy with Arch.

In response, K provided a copy of the renewal schedule and statement of fact for the insurance with Arch in 2021. K also said that I should consider market trend evidence and draw a reasonable inference that the premium increases it experienced with the new insurers were triggered, or materially exacerbated, by Arch's decision to void the policy.

K also said I have not given due regard to The Insurance Act 2015, as non-compliance with the policy terms did not increase the risk of the loss that actually occurred in the circumstances in which it occurred. There is no evidence that any alleged breach of policy conditions was capable of increasing the risk of the loss that actually occurred.

K asks again for reimbursement of the premiums and its legal costs as well as the cost of executive and administrative time dealing the claim (a total of £37,983.31), as well as payment of the claim.

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.

In the pre-amble to my provision decision, I did say I did not intend to uphold the complaint but it was clear in the body of the decision and at the end under the heading *"my provisional decision*" that I was not upholding the complaint about the refusal of the claim but was upholding the part about voidance of the policy. It was also clear that the voidance was in relation to the policy that started in October 2021 and it had been voided from the start date of that policy.

With regard to the voidance, I remain of the opinion that there was no misrepresentation in October 2021 and even if there were, there is not enough persuasive evidence that Arch would not have provided the cover it did in October 2021, if it had known K had obtained planning permission for the property. While I note K's comments about this, I am satisfied I do not need further underwriting evidence to determine this part of the complaint. I remain of the opinion that Arch should not have voided the policy from its start date of October 2021 and should therefore remove reference to this voidance from K's insurance record.

Arch refunded the premium K paid. I said I did not intend to take any action about the premium. K wants me to make a determination to clarify whether Arch was on risk for the policy period of October 2021 to October 2022. I have determined that the policy should not have been voided, which would mean it should be treated as still being in place. I remain of that opinion. If Arch seeks repayment of the premium, that will be a matter for it to decide. I do not think I need to make any direction about the premium in this decision.

As K has said the voidance of its policy resulted in higher premiums with its new insurers, the evidential burden does rest with K to provide any evidence to support that. K is the only party able to provide the evidence that it disclosed the voidance of the policy with Arch to its new insurers and ask its insurers to confirm any increase in premiums that this caused. Arch cannot obtain that information and we have no power to obtain it either.

I therefore gave K a further opportunity to provide any evidence it wanted to provide in this regard. However, no reliable evidence has been provided to support that it disclosed this to the new insurers and that the voidance resulted in a higher premiums.

In addition, as mentioned in my provisional decision, the premiums have also increased significantly in 2023 and 2024. These increases are unlikely to be due to the voidance of the policy with Arch in June 2022. And the cover is also not like-for-like. In addition to all this, if the higher premiums are the result of the voidance, then K can present the evidence that the voidance has been removed from its records to its new insurers and ask that they consider retrospectively amending the premiums. I therefore remain of the opinion that I cannot fairly require Arch to reimburse K any part of the premiums it has paid for insurance with different insurers.

With regard to the claim, I have considered everything K has said again. However, I remain of the opinion that Arch is entitled to refuse the claim for breach of the policy conditions.

K says I need to make a definitive finding about whether the condition to inspect the premises and log those inspections has been breached or not. I said there was doubt about whether this condition had been complied with and I remain of this opinion. There is doubt because K is recorded as having initially told the loss adjuster that it did not know when the premises were last inspected and that there was no log of inspections. And Arch raised concerns about the log that K later presented being contemporaneous. However, I also remain of the opinion that I do not need to reach a definitive finding as to whether this condition was breached or not, as I have determined that the other two relevant conditions were breached (sealing of letterboxes and removal of accumulations combustible materials).

K says these breaches have to be linked directly with the loss that happened here. As set out in my provisional decision, The Insurance Act 2015 does not require there to be direct link between any such breaches and the actual loss that occurred.

I appreciate there were multiple fires set and that entry was not gained via the letterbox. However, it is enough that those conditions were intended to reduce the risk of the type of loss that happened here and that non-compliance with the term increased the risk of the loss which actually occurred in the circumstances in which it occurred. Arch does not have to prove that entry was gained via the letterbox, or that any accumulated papers were set alight. It is enough that the presence of these increased the risk of this type of loss in the circumstance it occurred.

Having considered everything carefully again, I remain satisfied that the policy conditions relied on were intended to reduce the risk of arson, vandalism, burglary and criminal damage and the breach of the conditions likely increased the risk of this kind of claim in the circumstances in which it actually occurred. The property was broken into and fires started.

Finally, with regard to K's legal costs and internal time dealing with the claim, I appreciate this may have taken time for K to deal with and that it wanted legal support. However, I remain of the opinion that K was able to bring this complaint to us without professional representation and, even if that were not the case as I think Arch has correctly rejected the claim, I am not persuaded that I can reasonably direct Arch to reimburse its solicitors costs in connection with this complaint. I also do not consider that I can reasonably require Arch to pay for K's staff's time in dealing with the claim or complaint.

I realise that K will be disappointed with this decision, having already received a recommendation from the Investigator that all aspects of the complaint should be upheld. And I am mindful of the impact of my decision on K. However, both parties are entitled to appeal to an ombudsman - the final stage in our process - and it is my role to review the matter afresh and make my own decision as to the appropriate outcome. It is only an Ombudsman's decision that is binding. Having received this complaint, I am required to determine it by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. And having considered everything carefully, I remain of the opinion that Arch has not acted unfairly in refusing the claim.

My final decision

I uphold this complaint in part and require Arch Insurance (UK) Limited to remove the voidance of the policy from K's insurance record and send it written confirmation of this.

Under the rules of the Financial Ombudsman Service, I'm required to ask K to accept or reject my decision before 16 March 2026.

Harriet McCarthy
Ombudsman