

## The complaint

Mr H complains that Tavistock Partners (UK) Limited (TPL) caused avoidable delays to the transfer of the benefits from his former Occupational Pension Scheme (OPS) to a personal pension with a provider I'll refer to as provider A. Mr H said that the delays caused his Cash Equivalent Transfer Value (CETV) to fall in value by around £300K. Mr H also complains that TPL should've recommended that he managed his own pension funds. And that he hadn't received timely replies to his investment requests and queries.

## What happened

Mr H contacted TPL in 2021 as he wanted to transfer the benefits of his former OPS to a personal pension.

On 8 November 2021, Mr H asked to speak to a TPL Financial Consultant about his OPS benefits. And on 9 November 2021 he sent TPL information about early retirement from his OPS and the CETV he'd received. The CETV was £1,185,472. It had been produced on 29 September 2021 and was guaranteed until 28 December 2021.

A TPL adviser called Mr H on 10 November 2021 to talk to him about the potential OPS transfer and to arrange an initial meeting. TPL emailed Mr H again on 12 November 2021 to arrange a follow up meeting. As Mr H was going overseas on business, TPL tried to schedule a meeting for 22 November 2021.

On 25 November 2021, TPL sent Mr H its client agreement. It asked him to complete, sign and return the document, which included a GDPR declaration, as soon as possible. The email also noted that TPL had told Mr H during a discussed that his CETV guarantee date was very close. And that it would usually need at least six to eight weeks to complete the transfer process. TPL said it would try to complete the process. But that this would depend on Mr H's ability to provide the required documents and information and on how quickly it could get answers from the OPS. TPL warned Mr H that because of this, there was a high possibility that he'd need to obtain a new CETV. It also said that it wouldn't be responsible if the new CETV was lower.

On 1 December 2021, TPL wrote to Mr H to tell him it hadn't yet receive his GDPR declaration. It said that it needed all the time it could get, and asked him to return the signed declaration as soon as possible. Mr H replied on 9 December 2021 to say that he still intended to proceed and would send the requested information as soon as possible, But that he'd asked for another CETV so that he could gain more time if needed. TPL responded the same day. It felt it would've been difficult to complete the process before the current CETV expired. But noted that Mr H's OPS's administrator might not produce another CETV until the current one expired.

Mr H contacted TPL again on 2 February 2022 with a new CETV of £1,188,684, which would expire on 29 April 2022. TPL replied the same day. It asked Mr H to return the completed GDPR declaration. It said it couldn't start creating a file and holding information on Mr H's behalf before it had this. TPL also asked Mr H for a meeting.

Mr H returned the GDPR declaration on 8 February 2022. He also asked when the next call would take place.

I understand that TPL spoke with Mr H on 1 April 2022. And on 4 April 2022, TPL contacted him to ask him to complete two risk questionnaires. It said it would also send him a list of additional information and evidence that it needed. And that it would need to act fast in order to complete the transfer by the CETV expiry date, so Mr H needed to respond as soon as possible. TPL said that Mr H didn't read this message on its portal until 12 April 2022.

TPL emailed Mr H on 6 April 2022 to ask him if he'd received the information requests. It said it really needed the replies as soon as possible or it wouldn't be able to meet the relevant deadlines. Mr H replied on 7 April 2022 to say he'd received the information request and would respond by the following day.

On 12 April 2022 Mr H replied to TPL and sent the first of the forms. TPL emailed Mr H the same day to tell him it would be unlikely the transfer would be completed before the current CETV expired. It also told Mr H that a new CETV might be lower than the current one. The same day, Mr H emailed TPL with the risk questionnaire. TPL replied that day to ask Mr H to indicate what level of risk he'd be comfortable taking with any proposed investment. And an explanation of why he'd chosen this. TPL chased Mr H for a response to this question on 21 April 2022. It also said it hadn't yet received the Attitude to Pension Transfer Risk questionnaire. TPL also asked Mr H if he'd managed to obtain the state pension forecasts it'd asked him to provide. It sent a further email the same date requesting further asset valuation information. Mr H said he would supply the requested information.

In July and August 2022, Mr H asked his OPS administrator some detailed questions about how CETVs were calculated.

On 4 August 2022, the OPS administrator emailed Mr H to tell him that although he'd been eligible for a free quote from 6 July 2022, it couldn't provide him with an updated quote until 26 August 2022 as his current quote was still within guarantee. Later that month, the OPS administrator told Mr H that once a CETV was calculated, it would be guaranteed for three months, and that it couldn't be waived on request.

On 5 September 2022, the OPS administrator emailed Mr H with a new CETV of £832,401. This had been calculated as at 26 August 2022 and was guaranteed until 25 November 2022.

Mr H shared the new CETV with TPL on 22 September 2022. He noted that it had gone down. He said this was disappointing, but still worth closely considering. He asked TPL what it needed to get the work done so that he could decide whether to transfer or not. TPL said it would check what information it still needed and let Mr H know over the next week.

TPL emailed Mr H on 28 September 2022 with the remaining information it needed. It said that given the values it held on file were from April/May 2022, it also needed Mr H to provide up to date values for his other pensions and ISA. And for his wife's pension. TPL said that it couldn't carry out the initial assessment and move things forward until it had this information.

Mr H tried to send some of the requested information to TPL on 4 October 2022. But TPL emailed him the next day to ask him for the information in a different format. It also said that it was very conscious of the short amount of time available to complete the transfer before the CETV expired. And that it needed Mr H to work with it to provide the remaining required information as soon as possible.

TPL chased Mr H on 6 and 12 October 2022 for the state pension forecasts and updated

valuations it'd requested. On 12 October 2022 it said that another week had passed without Mr H providing the information it needed. And that it was now very probable that in the event of the CETV deadline being missed the CETV would reduce. TPL also said that the information it was asking for was mandatory. And the longer it took to provide it, the less chance it had of completing the transfer.

TPL emailed Mr H on 13 October 2022. It wanted to check its understanding of Mr H's current position and intentions. Mr H replied the same day. He said that a significant reason he wanted to consider transferring the benefits from his OPS now, rather than later, was death benefits. He also said that with a much reduced CETV, the decision to transfer or not was a harder one to make. But that it was probably still right for him.

TPL emailed Mr H on 18 October 2022 about the initial cash flow forecasts it'd created for him. It felt it would be beneficial to run through the forecasts with Mr H so that he could make a decision and move things forward. And that this should be done as soon as possible: "*so that we can retain the maximum time frame*". Mr H agreed to meet with TPL on 20 October 2022.

TPL met with Mr H on 20 October 2022 to discuss his situation in more detail. And to go through the early cashflow modelling. During this meeting, Mr H asked his adviser whether he thought the CETV would increase if he waited. The adviser told him that it was impossible to predict where interest rates would be in five years' time.

On 21 October 2022, TPL sent the fee agreements it needed so that it could move to the full advice process. It also attached a letter of authority which it asked Mr H to complete for his existing plan with provider A. It said it had sent this as Mr H had expressed an interest in potentially adding that plan's funds to his OPS transfer.

On 24 October 2022, TPL chased Mr H to return completed fee agreements. The adviser said he was very conscious of the limited timeframe left. And noted that he had a week of annual leave booked in mid-November, so he needed to make good progress now. He said he couldn't do anything until he had the completed agreements from Mr H. Mr H returned the requested agreements the same day. He also queried TPL's request for a letter of authority for provider A as he felt he'd already provided one. TPL confirmed that he'd provided one for his OPS, but not for provider A. It said if Mr H would like it to conduct the analysis for provider A he would need to provide one.

The adviser shared his recommendation report with Mr H on 9 November 2022. He arranged for a colleague to call Mr H. But said that he would keep his phone on if issues arose.

The report recommended that Mr H transferred his benefits in his former OPS. The CETV for those benefits was quoted as £832,401. It stated that Mr H's immediate plan was to transfer the CETV to a new Personal Pension with provider A. The report noted that Mr H had two existing personal pensions, one of which he held with provider A. And said that at a later date Mr H would like to investigate a potential transfer and consolidation of that plan with the transferred funds.

The report stated that it had recommended Mr H invested the transferred funds into a new personal pension with provider A because it could: "*facilitate a full range of retirement and death benefit options including Flexi-Access Drawdown and Beneficiary Drawdown.*" It also listed other advantages of transferring to a new personal pension with provider A. And said that the recommended personal pension with provider A was: "*amongst the cheapest in terms of costs but in practical terms the mechanisms of the plans are very flexible and less complicated than many of their competitors' alternatives; the plan offers full flexibility for retirement options to match whatever your circumstances may be without the need to move*

*away from the new plan to achieve them in the future. The company is financially secure and we have a good recent service history with them and I am happy to recommend them to you."*

TPL said that it'd been able to offer a significant discount to provider A's charging structure. And that the provider A platform could offer its full range of bespoke portfolios, including the model it'd recommended for Mr H. Therefore it said its recommendation met Mr H's objectives in terms of costs, access to investment solutions and the ease of information available. It also said that the provider A personal pension had the functionality to become a full Self-Invested Personal Pension should Mr H require it.

The report also considered whether Mr H should transfer into his other pension arrangements with provider A or his other existing pension with a provider I'll refer to as provider B. It noted that Mr H wanted to keep his pension with provider B completely separate as he managed the investment within it himself and could invest directly in shares. And that Mr H *"wasn't a huge fan"* of his existing personal pension with provider A as he felt that the investment options were limited, and it couldn't utilise TPL's bespoke portfolios. For the above reasons, TPL ruled out the use of either of Mr H's existing personal pensions.

The report recommended that Mr H continued to receive its Premier level of ongoing advice service for the recommended investment with provider A.

In November and December 2022, Mr H and his TPL adviser exchanged emails with Mr H's OPS administrator. Mr H wanted to know more about how the CETVs were calculated. The OPS administrator provided further information. On 21 November 2022 Mr H's OPS's administrator confirmed that it now had all the paperwork required to complete the transfer.

On 9 January 2023, Mr H discussed investments with TPL. The same day, his adviser shared investment information with Mr H and asked him how he'd like to proceed. He also asked him to send an instruction to invest when he was ready. Mr H's adviser sent him a chaser email on 24 January 2023 to ask him if he'd come to any conclusions about how he'd like to proceed with the investment of funds, as the money was still held in cash.

On 31 January 2023, Mr H's adviser emailed him after a call. He said he'd spoken to provider A. And that because he didn't get to see the client side of the platform, he hadn't been aware of the limitations at Mr H's end. He said that as he'd explained, the platform itself was more of an advisory service. He provided a link to provider A's investment centre as this would give Mr H access to the funds and other investment products available. He also said that a self-investment facility could be triggered, although transactions would need to be keyed by TPL.

In a file note dated 7 February 2023, TPL recorded that, as the transfer was completing, Mr H had told it that he didn't want the recommended investment to go ahead. He asked that his funds went into cash until further discussions could be held. The note recorded that TPL had arranged for a meeting with its investment expert. It said that Mr H was torn between various options, so it'd sent him factsheets to consider. The note went on to state that TPL had waited for Mr H to respond. And that he'd called it on 31 January 2023 as he wasn't happy with his ability to instruct buys and sells with provider A.

The note also stated that Mr H had called his adviser with an instruction that morning. But that Mr H had in the end asked that the instructed transaction be held until after an announcement by the US Fed that afternoon. The adviser emailed Mr H later on 7 February 2023 to ask him to send a further instruction. Mr H reconfirmed his instruction on 13 February 2023. TPL placed the instruction the same day.

Mr H complained to TPL on 21 February 2023 as he wasn't happy with the service he'd received. He made the following complaint points:

1. He felt he'd sent the documents TPL needed to complete the advice process. So he held TPL responsible for not completing the process by the time the higher CETV had expired. He felt this had led to him receiving a lower CETV.
2. He was unhappy with the provider TPL had recommended for the transfer. He said he'd expressed his dissatisfaction with provider A before the transfer. And that he felt he'd been pushed in that direction.
3. Mr H said that after the transfer, he wasn't satisfied with the functionality of provider A's platform, nor the fact that it would be more expensive without the ongoing service provided by TPL.
4. He felt that as TPL had recently agreed with him that he'd be better served managing his own pensions fund, TPL should've recommended this initially.
5. Mr H said he hadn't received timely replies to his investment requests and queries.
6. Mr H felt that his adviser had refused to advise on a suitable fund, and that this had led to losses due to the delay.
7. He also said that ongoing adviser fees had continued to be taken, but that TPL had refused to advise.

TPL issued its final response to the complaint on 17 April 2023. It didn't uphold it. It made the following points against each of the complaint points Mr H had made:

1. It acknowledged that Mr H felt he'd sent both questionnaires in early April. But said that while he had returned the questionnaire regarding "transfer risk", he hadn't returned the questionnaire regarding "investment risk" until 22 April 2022.

TPL also said that the transfer process could take between six to eight weeks after all documents had been received, due to the complexity of the advice. And that for this reason, it had confirmed at the start of the process that it couldn't guarantee to meet the CETV date. It said that in this case, Mr H hadn't provided the necessary information until a few days before the expiry date.

2. TPL said that despite searching through the email communications, it couldn't locate any evidence that Mr H was unhappy with the recommended provider before the transfer. It also said that Mr H's adviser had no recollection of this being the case. But it said that if Mr H could provide evidence of this allegation, it would reconsider this aspect of his complaint.
3. and 4. were considered together as TPL felt they both assumed that Mr H would be unhappy with an advised service before the recommendation. TPL acknowledged that it was now apparent that the advised service detailed in its client agreement didn't suit Mr H's needs, it couldn't confirm that it knew this before the transfer. It said it couldn't see any reference to self-investing and management within Mr H's objectives.
5. and 6. were also considered together. TPL said it hadn't been able to find any evidence that any prior investment requests and queries hadn't received timely replies in line with its standard terms. But it acknowledged that its standard

processes may not be sufficient for Mr H's requirements,

7. TPL said it had previously agreed that it would continue to take the ongoing adviser fee during the complaint process, with subsequent investigation into whether these should be refunded. It said that as both parties agreed that it was unable to meet Mr H's ongoing requirements, it felt it would be best if the agreement was terminated. It offered to fully refund all ongoing adviser fees given it had been unable to meet Mr H's requirements for an ongoing service.

Mr H was unhappy with TPL's response. So he brought his complaint to this service in August 2023. He felt TPL had acted and responded slowly, and that this had led to him receiving a much lower CETV. He also said his complaint was about the advice to direct funds to provider A. He said he'd given clear indications during discussions that he wasn't satisfied with its systems and responsiveness. Mr H felt he'd lost around £300K from his CETV. He also felt that the delayed advice about where to invest the funds had caused him a loss of around £2,000. And that he expected the ongoing advice fee to be removed from the date of transfer to the date that it was eventually removed. He felt this was £660.

Our investigator didn't think that the complaint should be upheld. He acknowledged that the CETV had expired on 29 April 2022. But didn't consider that TPL had caused any unnecessary delays which had led to the next CETV falling in value. He also felt that TPL's offer to refund the ongoing adviser fees was fair.

Mr H didn't agree with our investigator. He felt that it should've been easy for TPL to recommend the transfer of his OPS benefits when the CETV was over £1M, because it'd recommended the transfer when the CETV was around £740,000. He also felt that TPL was hiding behind its process rather than demonstrating that it'd taken action. And that it hadn't acted in his interests.

Mr H also provided this service with information from his TPL adviser's social media. He felt that this demonstrated that the adviser had been slow, ponderous and stubborn to move. And that if the adviser had acted differently, he would've achieved a bigger CETV.

As agreement couldn't be reached, the complaint has come to me for a review.

### **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.

Having done so, I'm not going to uphold it. I know this will be disappointing for Mr H. I'll explain the reasons for my decision.

In line with our investigator's comments on this issue, I need to be clear that my decision won't comment on the suitability of the advice.

TPL has confirmed that it doesn't record adviser phone calls. Therefore it hasn't been possible to listen to any of the discussions which took place between Mr H and TPL. As such, I've had to rely on the documentary evidence and the testimony both parties have provided in my decision.

Mr H has made a number of complaint points about TPL. But his main complaint is that TPL caused avoidable delays to the transfer of his OPS benefits, leading to a financial loss. So I've considered this complaint point first.

### *Did TPL cause avoidable delays to the transfer?*

Mr H holds TPL responsible for not completing the process by the time the higher CETV expired. He feels that his adviser took the view that it didn't matter so much if gilt rates went up and his CETV went down, because then the income could be higher/the same. Mr H also felt that it should've been easy – and by implication, quick - for TPL to recommend the transfer of his OPS benefits when the CETV was over £1M. And that TPL should've acted more quickly to ensure he benefited from the high CETV.

As our investigator noted, transferring the benefits from an OPS can be complex and does take some time. As such, the Financial Conduct Authority, TPL's regulator, doesn't give a timeframe for when a business should provide advice by. TPL itself told Mr H that it usually needs at least six to eight weeks to complete the transfer process, after it has all the required documentation.

When Mr H first approached TPL about potential transferring his OPS benefits on 8 November 2021, six weeks had already passed since his CETV had been calculated. So there was only around six weeks until it would expire.

The evidence shows that although TPL took rapid action to discuss Mr H's intentions with him, it couldn't schedule a meeting with him until the end of November 2021 due to him being overseas on business. The evidence also shows that Mr H didn't complete and return the GDPR declaration TPL had told him it urgently needed, and then chased him for. And that this led him to request a second CETV from his OPS. Therefore I can't reasonably hold TPL responsible for not completing the transfer before the expiry of the first CETV.

Mr H next contacted TPL with a new CETV of £1,188,684 on 2 February 2022. This would expire on 29 April 2022. TPL asked Mr H to provide a completed GDPR declaration. It made it extremely clear that it couldn't work on the transfer until this was provided. Mr H provided this declaration on 8 February 2022.

The evidence shows that TPL conducted some background work for the transfer over the next few weeks. But because the scheme details form Mr H had submitted was different from the one TPL had been sent with the first CETV, it needed further clarification about the OPS benefits.

I understand that TPL arranged a meeting with Mr H after his adviser had returned from annual leave. And on 4 April 2022, TPL wrote to ask him to complete two risk questionnaires: Attitude to Risk and a Transfer Risk. It also told him it would send him a list of additional information and evidence that it needed, which it would need as soon as possible if it was to be able to complete the transfer by the CETV expiry date. TPL chased Mr H for the requested information on 6 April 2022. And again told him how important it was for him to reply quickly or it wouldn't be able to meet the CETV expiry date.

From what I've seen, although Mr H did send TPL one of the risk questionnaires on 12 April 2022, he didn't provide it with all the information it'd told him it urgently needed. TPL therefore wasn't in a position to complete the transfer before the CETV expiry date of 29 April 2022. TPL alerted Mr H to this likelihood and also told him that a new CETV might be lower than the current one. So I'm satisfied that it made him aware of the potential consequences of his failure to reply in a timely fashion.

Mr H wasn't able to obtain a new CETV until 26 August 2022. And this CETV was around £300,000 lower than the previous one. Despite this reduction, Mr H still decided to go ahead with the transfer.

I acknowledge how disappointing it must've been for Mr H when he received this CETV. But while I appreciate that he considers that his case for transfer should've been an easy and quick one to recommend, I've found no evidence that TPL caused any avoidable delays. Nor have I seen any evidence that TPL told Mr H it could complete his transfer in a shorter timeframe than usual.

I also acknowledge that Mr H feels that his adviser acted more slowly than he should've because he felt that it didn't matter whether gilt rates went up or not. But I've seen no evidence that the adviser acted more slowly than he should or that he ever said this. I have however seen evidence that Mr H considered this point. He did this around the time of the 20 October 2022 meeting, when responding to his adviser's question about why he wanted to transfer now, rather than waiting.

While I appreciate it's unfortunate that there are no recordings of any discussions, so I can't know for certain what was said, I can't fairly uphold this part of Mr H's complaint given I've no evidence that his adviser said that it didn't matter whether gilt rates went up or down.

I next considered Mr H's complaint about TPL's recommendation that he should transfer the benefits from his OPS to provider A. I also considered whether the functionality of that provider was adequately explained before the transfer. And whether TPL should've instead recommended that Mr H managed his own transferred fund.

#### *The recommendation to transfer to provider A*

Mr H said he'd given TPL clear indications during discussions that he wasn't satisfied with provider A's systems and responsiveness.

The evidence shows that on 24 October 2022, Mr H queried TPL's request for a letter of authority for provider A as he felt he'd already provided one. TPL explained he'd provided one for his OPS, but not for provider A. It said if Mr H wanted it to conduct analysis for provider A he'd need to provide one.

Mr H then provided TPL with the letter of authority it'd requested. I appreciate that Mr H feels that he was pushed towards provider A, but he could've said at this point that he didn't want TPL to conduct analysis on it.

There is evidence that Mr H told TPL he didn't like his existing plan with provider A. The 9 November 2022 recommendation report stated that Mr H "*wasn't a huge fan*" of his existing personal pension with provider A, which had limited functionality. So TPL ruled out the use of this plan for the transfer.

But the recommendation report provided detailed reasons for TPL's recommendation that Mr H transferred his CETV funds into a new pension with provider A. This included the fact that TPL had been able to offer a significant discount to provider A's charging structure. And that the provider A platform could offer its full range of bespoke portfolios, including the model it'd recommended for Mr H. So TPL felt that this recommendation met Mr H's objectives.

I've found no evidence that Mr H ever disputed the recommendation to use provider A. And the recommendation report shows that provider A was recommended because it met Mr H's objectives at the time. Therefore I can't fairly uphold this part of the complaint.

I next considered the functionality of the pension with provider A. Mr H said that after the transfer, he wasn't satisfied with the functionality it provided. And he was unhappy that it would be more expensive without the ongoing service provided by TPL.



From what I've seen, the charges were fully detailed in the recommendation report. And I consider that the functionality was appropriately explained before Mr H chose to transfer to this personal pension. The evidence shows that Mr H told TPL he was unhappy about the functionality at the end of January 2023. But I'm not persuaded that TPL could've known this would happen when it made the recommendation.

I say this because the recommendation report noted that Mr H wanted to keep his pension with provider B completely separate as he managed the investment within it himself and could invest directly in shares. Alongside the explanation of the provider A functionality, I consider that this shows that Mr H knew what he would and wouldn't be able to do in the provider A platform, but accepted it anyway. As there's no evidence that he told TPL he wouldn't be comfortable with the functionality of the provider A platform at the time of the recommendation, I can't fairly uphold this part of the complaint.

I next considered Mr H's complaint that TPL should've recommended that he managed his own pension fund.

As I've just noted, the recommendation report stated that Mr H valued managing his pension with provider B. But also explained the functionality of the pension with provider A in a way that I consider was clear. So while I agree that it eventually became clear Mr H wasn't happy with the provider A platform, I don't agree that this means TPL shouldn't have recommended it in the first place.

I say this because the recommendation report provided clear and compelling reasons as to why it would be suitable. This included noting that while it wouldn't give Mr H the same freedom he had with his provider B pension, it would meet his needs. So I think Mr H was given sufficient information before the transfer to allow him to make an informed decision to transfer to the pension with provider A. And therefore I can't fairly say that TPL should've recommended that he managed his own pension fund from the start.

I finally considered Mr H's complaints about the service his adviser provided him.

### *Ongoing service complaints*

Mr H said he didn't receive timely replies to his investment requests and queries. But I've found no evidence that this was the case.

Mr H felt that his adviser had refused to advise on a suitable fund, and that this had led to losses due to the delay.

The evidence shows that, as the transfer was completing, Mr H told TPL that he didn't want the recommended investment to go ahead. TPL then arranged for a meeting with its investment expert, after which TPL sent investment information to Mr H to help him make a decision. TPL sent him a chaser email on 24 January 2023, which asked him how he'd like to proceed with the investment of funds, as the money was still held in cash.

From what I've seen, TPL did what it could to provide Mr H with the information he needed in order to make an investment decision. And chased him when he hadn't provided a new instruction. Therefore I'm satisfied that the delayed investment of Mr H's transfer was at his request.

Mr H also complained that TPL had continued to take ongoing adviser fees, but had refused to advise him.

I can see that TPL has offered to fully refund all ongoing adviser fees as it'd wasn't able to

meet Mr H's requirements for an ongoing service. I'm satisfied that this offer is fair and reasonable here.

I'm sorry that Mr H's transfer took longer than he wanted it to. And that this led to him receiving a lower CETV than he'd expected. But I've not found any evidence that TPL caused unavoidable delays. I've also found no evidence that TPL's recommendation to transfer to provider A was faulty. And I consider that TPL's offer to refund all ongoing adviser fees is reasonable under the circumstances of the complaint. Therefore I can't fairly ask TPL to take any further steps to put things right. And I can't uphold the complaint.

### **My final decision**

For the reasons explained above, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 February 2024.

Jo Occleshaw  
**Ombudsman**