

## The complaint

Miss H complains that Hargreaves Lansdown Asset Management Limited (HL) caused avoidable delays to her annuity purchase, leading to her receiving a lower annuity rate than she should have.

## What happened

I understand that Miss H had pension plans with providers that I'll refer to as providers A and B. She wanted to transfer her funds with those providers to buy an annuity. She asked HL to help her with this.

Miss H sent her annuity application to HL on 29 September 2023. I understand that the annuity Miss H was applying for was for £29,359.68 each year.

HL said it received the completed application on 3 October 2023. It said the rate on the quote requested was 6.54%.

HL said that it received Miss H's email declarations for the application on 4 October 2023. It said that it tried to call her on 26 October 2023 because her letter of authority wasn't signed. It said Miss H didn't pick up the call so it emailed her as there was no voicemail. HL said Miss H replied on the same day to say she'd send a new form. And that on 27 October 2023, Miss H emailed a new letter of authority to HL.

HL said that it processed the application on 30 October 2023, pending checking.

On 19 December 2023, HL said that it had told Miss H that her application still needed to be checked. And that it also told her that her original quote had expired, and that it'd rerun the quote on 7 December 2023, with the quote producing a slightly lower income. Miss H raised a complaint with HL about the time it was taking to set up her annuity the same day. An HL document recorded that she felt she'd lost out on an annuity quote due to the time taken to process her purchase. And that she'd like to receive a lump sum as compensation once her annuity had been set up.

HL processed Miss H's annuity application on 22 December 2023. By this time, I understand the initial annuity quote had expired. The quote used when HL processed the application was for an annual annuity of £29,015.04. This was based on the quote from 7 December 2023, with a rate of 6.51%. HL also sent Miss H's letter of authority to provider A. It said it prepared the letter of authority for provider B, as this needed to be sent in the post.

On 27 December 2023, HL said it received acknowledgement from Miss H's chosen annuity provider about her application. The provider said it'd requested funds. It also asked HL some questions. The email said:

*"...Once we are in receipt of payment and these missing requirements, we will then complete the application and provide confirmation to you as soon as possible."*

On 28 December 2023, HL said it sent Miss H's letter of authority to provider B in the post.

Miss H made a further complaint to HL on 28 December 2023. She was unhappy with the time it had taken to process her annuity. She felt this had led to her receiving a lower annuity rate. She said that although HL was looking into her losses, she was unhappy that she'd lost out financially. She was also unhappy about the time and effort she'd had to spend managing the process. Miss H asked HL to keep her fully informed on the progress of her annuity submission and to pay her the financial compensation she was due promptly.

On 2 January 2024, HL said that provider A emailed it to acknowledge receipt of the letter of authority. It also provided policy information. Provider A confirmed it'd sent the funds to Miss H's chosen annuity provider on 28 December 2023.

HL issued its final response to the complaint on 3 January 2024. It acknowledged that it'd caused delays in processing Miss H's application, which had caused a delay in her then receiving her annuity income. It apologised for this. But said it couldn't assess the full impact of the delays until her annuity application had completed and her final quote had been received. HL offered Miss H £6,116.60 tax free in respect of the two and a half months' of income she would've received but for the delays. It also paid her £200 compensation for the inconvenience and concern caused.

HL said that once Miss H's annuity had been purchased, she should contact it again if she'd suffered a further financial loss from its delays.

On 19 January 2024, Miss H's chosen annuity provider called HL to chase it about the questions it'd raised on 27 December 2023. HL said it replied over the phone and through email.

HL said that it received the final annuity quote on 29 January 2024. The annuity rate was 6.13%.

On 2 February 2024, HL sent an internal email which stated that the final quote for Miss H was lower than the original rate she'd applied for.

HL issued a further complaint response to Miss H on 6 February 2024. It said its delays had led to the actual annuity being £454.44 each year less than it should've been. But because it couldn't have the lost income added to Miss H's existing annuity, it'd calculated that it would cost £7,900 to buy an income of £454.44 a year. HL offered to pay this amount to Miss H as a lump sum. Alternatively, it offered to look into other options for purchasing an annuity for £454.44 a year through a different annuity.

Miss H replied to HL on 8 February 2024. She wanted to understand how it'd arrived at the compensation value of £7,900 and what the final annuity amount was. She also said that at the point of transfer, her funds had been worth almost £29K more than in her original application, so her expectation was that the final quote would be higher than the original.

Miss H spoke to HL on 12 February 2024. During this call, she was told that her annuity would pay her £28,905.24 a year - an annuity rate of 6.13%.

HL said that it asked Miss H's chosen annuity provider if it would honour the original rate. It replied to say that it'd requested the required funds on 27 December 2023 and received the full amount by 26 January 2024. It therefore declined the request to honour the original quote.

Miss H wrote to HL on 15 February 2024. She said the confirmed annuity had been a shock as it was lower than she'd been quoted in the revised application submitted on 22 December 2023, despite her fund's value having increased by almost £29K. Even after her Tax-Free

Cash (TFC) was taken, Miss H noted that this meant there was around £26K more available to purchase her annuity. She felt she should've received more than the £29,015 quoted on 22 December 2023. She wanted to know why the 6.51% annuity rate hadn't been achieved. And asked HL to confirm the annuity rate that would've applied for her September 2023 application.

Miss H also said she wanted to know why HL hadn't informed her about the progress of her purchase and any challenges/risks faced in achieving the rate she'd applied for. She said HL hadn't sent her any proactive communication at any point in the process, noting that she'd had to chase it for updates.

HL said it told Miss H's annuity provider to place her annuity live on 21 February 2024.

Miss H said she received official notification from HL on the annuity that had been purchased on 27 February 2024. On 1 March 2024, Miss H said she received a holding letter from HL telling her that it would take four more weeks to provide a response to her follow-up questions. She said she still hadn't received notification from her annuity provider. Nor had she received her TFC, or any annuity payments, by 11 March 2024.

Miss H brought her complaint to this service in March 2024. She made the following complaint points:

- It'd taken HL too long to process her annuity application, leading to a reduced annuity income.
- She didn't think HL had considered the fact that her fund's value increased during the delayed purchase of her annuity. She felt this had led to HL and the annuity provider benefiting, while she lost out as the annuity rate decreased.
- Miss H felt that HL had failed to provide a duty of care to her, as set out by the 'Customer Duty' rules. She said it hadn't contacted her to tell her about the delays, or that the annuity rates offered could no longer be achieved. She said she hadn't been given the opportunity to revise her application. She said that the annuity purchase was vital for her future income. And that she'd based her TFC decision on the annuity rate she'd expected to receive. She felt she shouldn't now be in a situation where she had a shortfall on what she'd expected and planned.

To put things right, Miss H wanted compensation for the loss of the annuity amount she should've achieved, based on the actual fund value used for the purchase, if there'd been no processing delays. She also wanted to be compensated for the lack of customer duty shown by HL towards her. She said this had led to a great deal of stress for her, as well as additional work and time.

On 28 March 2024, HL made a settlement offer to Miss H through this service. It felt it was suitable to compensate Miss H for the loss of annuity rate from 6.54% (when run on 29 September 2023) to 6.51% (when run on 7 December 2023), as a result of its processing delays. HL said that the 7 December 2023 annuity rate had expired on 20 January 2024 due to delays caused by either provider A or provider B.

Our investigator shared this offer with Miss H, who felt that although she'd submitted her application in September 2023, she would've got a better rate in December if HL had processed her annuity application just three days sooner.

Our investigator issued her first view on the complaint in June 2024. She considered the offer HL had made to put things right on 28 March 2024. And the comments Miss H had

made about that offer. She didn't think it would be fair to ask HL to apply the annuity rate from three days before it processed Miss H's application. She said it was her role to put Miss H back into the position she would've been but for the delays.

Our investigator said that HL said the rate of 7 December 2023 had expired on 20 January 2024. It felt that the later delays were caused by either provider A or B, but it didn't provide any evidence for which delays it believed provider A or B was responsible for. HL had therefore offered to compensate Miss H for the fall in the annuity rate from 6.54% to 6.51%, rather than the 6.13% rate she'd actually achieved, because it felt it wasn't responsible for the delays that had led to Miss H receiving the rate of 6.13%.

Our investigator felt that if HL had processed Miss H's annuity application within 10 working days after receiving it, she would've received the initial quote of £29,359.68.

She therefore felt that HL should take the following steps to put things right:

- *Calculate the net annuity income that would have been generated and the tax-free cash sum that would have been paid if the annuity had been purchased on 13 October 2023 (10 working days from when HL received the annuity application). Any difference between these amounts and the actual amounts paid represents Miss H's past loss.*
- *Miss H should receive a lump sum equal to the past loss plus interest at 8% simple per annum.*
- *HL should amend the annuity going forward to the amount that would have been paid if it had started on the correct date.*
- *If HL is unable to amend the annuity, it should calculate the purchase price needed to buy an annuity equal to the difference between the amount currently being paid and the correct amount.*
- *This amount should be paid to Miss H minus a deduction equivalent to her highest marginal income tax rate. (This is because future income from the annuity is taxable as unearned income).*

Our investigator also considered the £200 compensation HL had paid Miss H for the distress and inconvenience caused. She acknowledged HL's failure to contact Miss H at any point during the process to tell her about the delays, and the impact that'd had on her. But she felt that the £200 HL had already paid was reasonable under the circumstances.

Miss H didn't agree with our investigator. She made the following points:

- The revised quote submitted had used an annuity rate valid on 7 December 2023. She felt it'd had a six-week guarantee period. Therefore when HL submitted her application on 22 December 2023, it'd already used 15 days of the six-week period before it reached the annuity provider. She felt the problem was made worse by the fact that the following working week was a short working week. She said this meant that providers A and B had a far smaller window to process the funds than could reasonably be expected because HL had failed to process the revised quote in a timely manner.
- Miss H wanted to know why HL hadn't used a more current annuity rate once it actually processed her annuity application. She felt that in using a rate that was already 15 days old when at the point of application HL was putting her application at

risk.

- She felt that HL should've been aware of pension fund processing time frames, and that it should've managed things more closely and kept her informed. She said HL had never kept her informed. She didn't think it was fair for it to hold provider A and B responsible.

HL didn't agree with our investigator. While it acknowledged that it'd delayed the processing of the application, which had led to a fall in the annuity rate achieved, it still felt that the fall in the annuity rate from 6.51% to 6.13% wasn't due to its errors. It therefore didn't think it should be compensating Miss H for that rate decrease. It said that the 7 December 2023 annuity rate had expired on 20 January 2024. And maintained that these delays were caused by either provider A or provider B. HL also said that it wasn't reasonable to expect it to only take ten working days from date of receipt to completion of the annuity process. It said it usually expected annuity applications to take between six and eight weeks to complete from start to finish, with all service standards being met.

HL also said that it wasn't possible to amend Miss H's annuity, so that solution couldn't be actioned. It also said it couldn't calculate the net annuity income without confirmation of the fund value.

Our investigator asked HL to explain in more detail why it felt providers A and B were responsible for some of the delays, noting that Miss H hadn't raised a complaint about those providers with this service.

Miss H told our investigator she didn't think that her suggested redress would put her back into the position she should now be in. She felt the redress would ensure she paid more for less, and that both HL and her annuity provider would then have benefitted from HL's delays.

HL told our investigator that it didn't have any specific information about what caused the delays between provider A and provider B after it had processed the annuity application. It said it had referred Miss H's complaint on to them for review, but it hadn't received a response. It still felt that in completing the application on 22 December 2023, this still allowed sufficient time for the application to be processed by provider A and B before the quote expired on 20 January 2024.

Our investigator asked HL to comment on whether providers A and B would've had enough time to complete the annuity purchase before 20 January 2024, given they only had around three weeks to work with.

HL provided a timeline of events, which has been incorporated into the background section in this decision. It also said that it'd based its view that provider A and B still had enough time for the application to be processed before the quote expired on 20 January 2024 on a three to five working day processing time for the annuity provider, then a ten working day service standard for Origo transfers. It therefore felt that three weeks would be enough.

Our investigator issued her second view in October 2024. She agreed with what she felt was HL's initial assertion that it would take between six and eight weeks to process an annuity application. And therefore felt that the ten working days she'd suggested in her initial view wasn't reasonable.

Our investigator said that having reviewed the timeline of events HL had just provided, it had received Miss H's completed application on 3 October 2023, with the rate on the quote requested being 6.54%. She also noted that HL received Miss H's email declarations the next day. And that although HL had attempted to call Miss H about her unsigned letter of

authority, it didn't get through and couldn't leave a message, so it sent an email instead.

Our investigator said that HL hadn't done this until 26 October 2023, 16 working days after it'd received the initial documents from Miss H. She felt that two working days later, on 30 October 2023, HL had all its requirements, pending checking. She said it wasn't clear why it had taken 16 working days for HL to get back in touch with Miss H to ask her to sign the letter of authority. She felt it would've been reasonable for this, and other stages of the process, to have been done in 10 working days at the most. And if this had happened, HL would've requested the letter of authority from Miss H on 18 October 2023 and received the forms by 20 October 2023. She therefore felt HL could've checked the application and sent it to Miss H's annuity provider by 3 November 2023.

However, based on HL's timeline, our investigator noted that Miss H's annuity provider had requested funds on 27 December 2023, one working day after HL had sent the application, and had received the full amount by 26 January 2024, 21 working days later. She therefore felt that but for the delays caused by HL, Miss H's annuity provider would've requested the funds on 6 November 2023 - the working day after 3 November 2023 - and received the full amount on 5 December 2023, based on the time it'd actually taken.

Our investigator felt that HL should take the following steps to put things right:

- *Calculate the net annuity income that would have been generated and the tax-free cash sum that would have been paid if the annuity had been based on [Miss H's annuity provider] receiving the full amount on 5 December 2023. Any difference between these amounts and the actual amounts paid represents Miss H's past loss.*
- *Miss H should receive a lump sum equal to the past loss plus interest at 8% simple per annum.*
- *As HL have confirmed they're unable to amend the annuity, it should calculate the purchase price needed to buy an annuity equal to the difference between the amount currently being paid and the correct amount.*
- *This amount should be paid to Miss H minus a deduction equivalent to her highest marginal income tax rate. (This is because future income from the annuity is taxable as unearned income).'*

HL didn't agree with our investigator. It acknowledged that it was responsible for failing to achieve the annuity rate of 6.54%. But it still didn't think it was fair or reasonable to hold it liable for the delays it felt providers A and B had caused. It felt these had directly led to the expiration of the second quote.

HL said that Miss H's annuity provider had emailed it on 27 December 2023 to state: "*I have now requested the transfer of monies from [provider A and provider B] via Origo. The Origo expected completion date is 8 January 2024.*" It felt this showed that the application should've completed by 8 January 2024. And that given its processing requirements had been completed on 22 December 2023, it didn't think it could be held responsible for any further delays after that.

HL felt that based on the details it held, providers A and B had 24 days to send the monies to Miss H's chosen annuity provider, which it felt was more than enough time. It felt the main issue was the provider B transfer, as it felt provider B should've sent funds around the same time as provider A.

HL said that provider B had transferred funds on 26 January 2024, whereas provider A had

transferred them on 3 January 2024.

HL said it didn't want the complaint referred for a final decision at this stage.

Our investigator said she would consider HL's further comments. She asked it to confirm the expiry date for each annuity quote. She also noted that she'd already considered the time it had taken providers A and B to send the funds to the annuity provider in her second view. She still felt that the annuity provider could've received all the funds by 5 December 2023, but for the delays caused by HL.

Our investigator told HL she would refer the complaint for an Ombudsman's review before the end of November 2024. HL hasn't further responded to this service.

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 going to uphold it. I'll explain the reasons for my decision.

Before I consider the complaint, I'll summarise the quotes produced and the annuity rates that applied at the time:

<b>Application date</b>	<b>Annual annuity</b>	<b>Annuity rate</b>
29 September 2023	£29,359.68	6.54%
7 December 2023	£29,015.04	6.51%
29 January 2024	£28,905.24	6.13%

HL has acknowledged that it caused some avoidable delays to the processing of the annuity application. So I first considered when the annuity should've been purchased if HL hadn't caused avoidable delays.

#### *When should the annuity have been purchased?*

The evidence shows that HL received Miss H's completed application on 3 October 2023, and her email declarations the following day. Miss H hadn't signed her letter of authority. But HL didn't contact her about that until 26 October 2023.

Miss H sent HL the required letter of authority on 27 October 2023. It processed her application on 30 October 2023, pending checking. This was two working days after HL had contacted Miss H.

I agree with our investigator that in the absence of information from HL about its normal service standards, I would've expected it to work to nothing worse than a ten working day timeframe.

Therefore I consider that HL should've asked Miss H for a signed letter of authority by 18 October 2023. I think if it had, it would've had all its requirements by 20 October 2023.

Allowing a further ten working days for HL to check the application and send it to Miss H's annuity provider, I think this should've been done by 3 November 2023.

As our investigator noted, HL's timeline shows that Miss H's annuity provider requested funds one working day after HL sent the application, and that it received those funds by 26 January 2024, which is 21 working days later. Applying the same timeframe, I consider that but for the delays caused by HL, Miss H's annuity provider would've requested the funds on 6 November 2023 and received them by 5 December 2023.

I'm therefore persuaded that, but for the avoidable delays caused by HL, Miss H's annuity and her TFC should've been based on the funds transferred on 5 December 2023.

HL felt that it'd completed its part of the application process on 22 December 2023, and therefore wasn't responsible for delays after that date. It felt that this meant that there was enough time left before the 7 December 2023 quote expired on 20 January 2024 for the application to be processed. It said that either provider A or B must be responsible for the annuity not being set up before that quote expired, noting that provider B had transferred funds to the annuity provider later than provider A had. I've considered this point.

*Did HL cause further delays to the process after 22 December 2023, or was either provider A or B responsible for any delays?*

HL has acknowledged that it caused some delays to the process. And considers that it is responsible for the delays which led to the annuity rate falling from 6.54% to 6.51%. But it doesn't agree that it alone was responsible for delays which led to Miss H receiving an annuity at the rate of 6.13%, rather than 6.51%.

HL feels that provider B is responsible for the annuity rate going from 6.51% to 6.13%. It feels there was enough time left after it'd completed all of its requirements on 22 December 2023 for the transfer to complete before the rate expired on 20 January 2024.

However, the evidence shows that although Miss H's chosen annuity provider asked HL some questions on 27 December 2023, which it said it needed confirmation about before it could complete the application, HL didn't respond to those questions until that provider chased it on 19 January 2024.

In the end, HL was able to answer the questions over the phone and through email on the day they were chased. I'm satisfied that this shows that HL could've replied to the annuity provider much sooner than it did.

Therefore, although HL holds provider B responsible for the period of delay, with no evidence other than the fact that the annuity provider didn't receive the assets from it until 26 January 2024, I don't agree. I consider that HL delayed the processing of the annuity when it didn't respond to the annuity provider's clear request for information in its 27 December 2023 email until 19 January 2024, the day before the annuity rate expired. I'm therefore satisfied that HL caused further delays to the processing of the annuity which led to Miss H's annuity not being purchased before the expiry of the 7 December 2023 quote.

In any event, as I've detailed earlier, I'm persuaded that, but for the avoidable delays HL caused, Miss H's annuity should've been based on her annuity provider having received her funds by 5 December 2023. this date allows for the actual time taken by providers A and B to complete their parts in the transfer process.

I've also considered the points Miss H has raised.



Miss H wanted to know why HL hadn't used a more current annuity rate, rather than one that was already 15 days old, when it processed her application.

While I understand why Miss H has asked this question, I don't think it would be fair or reasonable to expect HL to have continually requested quotes when it held a valid one with an expiry date that was still several weeks away. I say this because if businesses like HL did request new quotes much more regularly, and if annuity providers were prepared to provide additional quotes much more frequently, the system would grind to a halt under the weight of additional requests. And there'd be no obvious benefit for consumers as it wouldn't be guaranteed that the rates offered would improve.

I finally considered whether the £200 compensation I understand HL has paid Miss H for the inconvenience and concern caused was fair.

### *Distress and inconvenience*

Miss H said she also wanted to be compensated for the lack of customer duty HL had provided. She said it'd failed to contact her about the delays, or the loss of the better annuity rates. And that it'd failed to keep her informed. She also felt that HL should've been much more aware of fund processing time frames. She said this had led to a great deal of stress and extra work for her.

While I don't doubt that this situation has caused significant concern for Miss H over several months, I'm satisfied that the £200 HL has already paid is reasonable under the circumstances. I'm also not persuaded that the new Consumer Duty rules make a material difference to this case.

Miss H told this service she wanted compensation for the loss of the annuity amount she should've achieved, based on the actual fund value used for the purchase, if there'd been no processing delays.

The redress I'm going to direct HL to make will do this. It will be based on the actual fund value when the annuity should've been purchased.

### **Putting things right**

When considering fair compensation our aim is to put a consumer back into the same position they would've been, or as close to that as possible, had the error not occurred.

I'm satisfied that if Hargreaves Lansdown Asset Management Limited hadn't caused avoidable delays to the processing of Miss H's annuity application, she may have received a higher annuity rate than she actually secured.

But for the delays caused by Hargreaves Lansdown Asset Management Limited, I think that Miss H's annuity provider would've received all funds on 5 December 2023. She would've then taken 10% of her fund as TFC and used the rest of her funds to buy an annuity. Hargreaves Lansdown Asset Management Limited must therefore calculate the rate of annuity that Miss H would've received from her annuity provider if it'd received the funds to purchase the annuity on 5 December 2023. It should then use this rate to calculate the annuity income that Miss H should've been receiving since January 2024, based on her fund value on 5 December 2023.

Miss H might've received a higher TFC payment if her annuity provider had received her funds on 5 December 2023. So Hargreaves Lansdown Asset Management Limited must calculate the amount of TFC she would've received if it'd been paid to her at this point.

Once it has calculated the annuity income Miss H should've been receiving and the amount of TFC she should've received, Hargreaves Lansdown Asset Management Limited must use that when considering past losses, as follows:

A) The accumulated total of the net payments, including TFC, which Miss H should've received from the annuity since January 2024 to the date of my final decision, with interest added to each payment at 8% per year simple from the date it was due to the date of my final decision.

B) The accumulated total of the net payments, including TFC, which Miss H actually received from her annuity to the date of my final decision, with interest added to each payment at 8% per year simple from the date it was due to the date of my final decision.

C) If A - B shows a past loss has been incurred, compensation should be paid directly as a lump sum after making a notional reduction to allow for income tax that would otherwise have been paid on taxable income and interest payments at Miss H's likely rate of income tax, presumed to be 20%.

In respect of the future loss that may be incurred Hargreaves Lansdown Asset Management Limited must consider:

D) The notional gross pension per year which Miss H should've been receiving from the date of my final decision onwards.

E) The actual gross pension per year Miss H currently will receive from the date of my final decision onwards.

F) Future Gross Loss per year = D - E. If the answer is negative, there's a future gain and no redress is payable.

G) Hargreaves Lansdown Asset Management Limited must then work out what it would cost to replace any lost income in F) by buying an annuity on the open market with these features. It will need to refer to published annuity rate tables and get a quote from a competitive provider.

H) The purchase price of the annuity found in G) is Miss H's gross future loss. This should be paid directly to her as a lump sum after making a notional reduction to allow for income tax that would otherwise have been paid at her likely rate on the income in F - presumed to be 20%.

I think it's fair and reasonable to offset any past losses and future gains or vice versa. That may mean that there is no overall loss or that a residual loss is payable however offsetting can only be done after tax adjustments have been made as outlined above.

If payment of compensation is not made within 28 days of Hargreaves Lansdown Asset Management Limited receiving Miss H's acceptance of my final decision, interest must be added to the compensation at the rate of 8% per year simple from the date of my final decision to the date of payment.

Income tax may be payable on any interest paid. If Hargreaves Lansdown Asset Management Limited deducts income tax from the interest, it should tell Miss H how much has been taken off. Hargreaves Lansdown Asset Management Limited should give Miss H a tax deduction certificate in respect of interest if she asks for one, so she can reclaim the tax on interest from HMRC if appropriate.

It's not clear from the information provided whether Hargreaves Lansdown Asset Management Limited has already made any of the financial redress payments it has offered to Miss H in its two final response letters. If it has made any of the payments it's already offered, it can deduct those payments from any losses calculated above.

I believe that Hargreaves Lansdown Asset Management Limited has already paid the £200 compensation it offered Miss H for the distress and inconvenience caused. But if it hasn't, it must also pay her that compensation.

### **My final decision**

For the reasons explained above, I uphold Miss H's complaint. I require Hargreaves Lansdown Asset Management Limited to take the steps detailed in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 9 January 2025.

Jo Occleshaw  
**Ombudsman**