complaint

Mr T has complained that Berkeley Burke SIPP Administration Limited ("BBSAL") acted unfairly when it accepted his application for a Self-Invested Personal Pension ("SIPP").

background

In 2011, Mr T had four separate personal pensions with three providers. He was looking at his options for these pensions when he says he came across a business called TPS Land on the internet. He said he started these enquiries after hearing about legislative changes relating to access to pensions.

Mr T's interactions with TPS Land were by telephone. He says he was told about an investment in something called Store First, which was based on income generated from storage pods. Mr T says he was advised by TPS Land that he would be better off by consolidating his four pensions and investing in Store First.

As a result of this, Mr T says he agreed to switch his pensions to a SIPP with BBSAL to make the onward investment in Store First in July 2011.

The Store First investment hasn't performed well and Mr T has suffered substantial losses. Mr T considers that BBSAL is responsible for this and has submitted a complaint to it. I'll explain more about the parties, investment and complaint below.

BBSAL

BBSAL is a SIPP provider and administrator, regulated by the Financial Conduct Authority ("FCA"). BBSAL is authorised, in relation to SIPPs, to arrange (bring about) deals in investments, deal in investments as principal, establish, operate or wind up a pension scheme and make arrangements with a view to transactions in investments.

BBSAL wasn't authorised by the FCA to give investment advice.

TPS Land

TPS Land was an unregulated business based in Spain. It had an agreement – a *"Non-regulated Introducer Agreement"* - with BBSAL dated 18 April 2011. This said that TPS Land would, on an execution only basis, introduce customers to the BBSAL SIPP. The following undertakings were included in the Agreement:

> "*The business introducer undertakes that they will not provide advice as defined by the Act* (i.e. FSMA 2000) *in relation to the SIPP – for the avoidance of doubt this includes reference to advice on the selection of the SIPP operator, contributions, transfer of benefits, taking benefits and HMRC rules."*
>
> *"If for any reason the business introducer believes that any employee, representative or agent has provided advice in respect of the SIPP they will inform the SIPP operator as soon as the breach is realised*"."

It's not clear, but it appears likely that TPS Land was receiving commissions for the sale of the Store First investments.

One of the directors of TPS Land was Terence Wright. On 15 October 2010, the following warning was published on the Financial Services Authority (the regulator at the time), website:

> *The Financial Services Authority (FSA) has today published this statement in order to warn investors against dealing with unauthorised firms.*
>
> *The purpose of this statement is to advise members of the public that an individual*
>
> ***Terence (Terry) Wright***
>
> *is not authorised under the Financial Services and Markets Act 2000 (FSMA) to carry on a regulated activity in the UK. Regulated activities include, amongst other things, advising on investments. The FSA believes that the individual may be targeting UK customers via the firm Cash in Your Pension.*
>
> *Investors should be aware that the Financial Ombudsman Service and the Financial Services Compensation Scheme are not available if you deal with an unauthorised company or individual.*
>
> *To find out whether a company or individual is authorised go to the our Register of authorised firms and individuals at http://www.fsa.gov.uk/register/home.do*
>
> *Date: 15 October 2010*

Store First

It's not in dispute that Store First was a high risk, unregulated investment. It took the form of one or more self-storage units or "storepods", which were part of a larger storage facility in UK locations. Investors bought units in the facility and were offered an income for a set period of time. After that, they could either take whatever income the unit(s) provided or sell them.

In April 2019, the companies that operated Store First were the subject of a winding up order by the High Court.

Mr T's investment in Store First

As set out above, Mr T says he was advised to make the investment in Store First by TPS Land. In June 2011, Mr T signed the BBSAL application form, an Asset Purchase Form and an Alternative Investments Letter. These documents (and a welcome letter from BBSAL) included the following declarations/statements:

> *"I understand that I should seek advice regarding the setting up of a self invested personal pension plan and that I do not require advice in this respect from Berkeley Burke."*
>
> *"I am fully aware that this investment is High Risk and/or Speculative, may be illiquid and/or difficult to value or sell and confirm that I wish to proceed."*

"I acknowledge that I have been recommended to seek professional advice from a suitably qualified and authorised adviser however has chosen not to seek advice for this transaction."

"I am fully aware that Berkeley Burke SIPP Administration Limited act on an Execution-Only basis, as directed by me as scheme member and that Berkeley Burke SIPP Administration Limited has not provided any advice whatsoever in respect of this investment or the SIPP."

"You would be strongly advised to seek financial advice of the investment and any related issues before proceeding."

The transfer of Mr T's existing pensions to the BBSAL SIPP took place in July 2011. In total, around £72,000 was transferred. Of this, around £67,000 was then invested in Store First.

Mr T says he received an immediate payment as a result of making the investment. Mr T says that he thought this was a "loyalty" payment for making the investment. I'll refer to this payment as an "incentive" in this decision. It seems likely that this type of payment would constitute an unauthorised payment under HMRC rules. Mr T initially told us he thought this was around £6,000 but he has now provided a bank statement from the time which shows that he received £5,400. It's not clear who made this payment, but it seems likely that it was from an entity linked to TPS Land.

Mr T's complaint

Mr T initially complained to BBSAL in March 2016 that the SIPP and the Store First investment had been mis-sold to him. BBSAL didn't agree and responded in May 2016 by saying that it hadn't offered any financial advice and it wasn't responsible for Mr T's decision to invest in Store First.

Mr T then complained to BBSAL again in October 2016. He said that BBSAL failed to carry out due diligence on TPS Land when it accepted his application. He said if it had done this, it would have been "blatantly obvious" that no instruction from TPS Land should have been accepted because of the involvement of Terence Wright with that business. Mr T said that as a result, BBSAL failed to treat him fairly and exposed him to detriment by facilitating the SIPP investment.

BBSAL again refused to uphold Mr T's complaint. And when Mr T referred the complaint to us in January 2017, BBSAL said that this was the same complaint that Mr T had made in March 2016 and so had been made "out of time" under our rules as it was referred to us more than six months after its final response letter in May 2016.

One of our investigators looked at all the evidence and issued his assessment that the complaint should be upheld. He said:

- The complaint hadn't been made out of time as Mr T had raised different issues in October 2016 to those he'd made previously.

- Even though it couldn't give its customers advice, BBSAL had a duty to treat Mr T fairly in deciding whether or not to accept his SIPP application.

- Looking at the FCA's Principles for Business, regulations and good industry practice, BBSAL ought to have put in place reasonable systems and controls to protect consumers from the risk of fraud or unauthorised investment advice and identified (and prevented) instances of consumer detriment.

- It should have been aware of Terence Wright's involvement with TPS Land and that there was a high risk of consumer detriment in accepting introductions from his business as he was on the regulator's warning list. The business model of TPS Land which specialised in high risk unregulated investments should also have been concerning to BBSAL. BBSAL should have refused Mr T's introduction from TPS Land in these circumstances.

- Although Mr T had signed a number of declarations acknowledging that the Store First investment was execution only, that he should seek advice and that he knew the investment was high risk, this didn't absolve BBSAL of its own regulatory obligation to refuse to accept his introduction from TPS Land.

- So, BBSAL should compensate Mr T by putting him in the position he would now be if he'd invested in an alternative pension arrangement.

BBSAL didn't accept the investigator's assessment. Its view is that BBSAL acted in accordance with the prevailing commercial and regulatory statutes and guidance with regard to its establishment and supervision of arrangements with non-regulated introducers, including TPS Land. In *summary*, it says:

- That any consideration as to what is fair and reasonable must be judged by what is fair and reasonable at the time the transaction took place. It cannot and must not be judged retrospectively.

- BBSAL told Mr T of the high risk involved in the investment and that he should seek financial advice. If it did any more than this, it would have been providing investment advice to Mr T, something that BBSAL wasn't authorised to do. Mr T decided to proceed without taking advice and knowing that BBSAL could not and did not provide advice. It wasn't fair and reasonable to hold BBSAL responsible for Mr T's decision to proceed in these circumstances.

- Mr T signed a declaration that said he hadn't received advice.

- Because of the rule at 11.2.19 in the Conduct of Business Sourcebook ("COBS"), BBSAL was under a mandatory duty to act on execution only instructions.

- Under trust and pensions law, Mr T was entitled to direct the SIPP trustees to make the Store First investment. He did so and BBSAL had to comply with his request. BBSAL's involvement was merely to execute the instructions given to it by a beneficial owner and a co-trustee of the pension.

- The investigator had incorrectly described how the Store First investment worked by referring to a "guaranteed income". This undermined his findings on the complaint.

- The investigator had relied on a report from the Regulator from 2009 but accepted that this was not "formal guidance". The investigator should have considered whether

it is fair and reasonable to expect BBSAL to be *required* to adhere to guidance/practice.

- The Introducer Agreement formally set out the basis for BBSAL's relationship with the TPS Land – these were the "rules of engagement" between the two parties and codified their respective responsibilities. It was fair and reasonable for BBSAL to expect TPS Land to act in good faith and adhere to the terms of the agreement.

- BBSAL's policy was to terminate the Introducer Agreement immediately in circumstances where it was reasonably believed that the introducer had conducted regulated activities without authorisation.

- The investigator had seemed to assert that TPS Land had breached the General Prohibition on unregulated firms carrying out regulated activities. However, he had provided no information to support this finding.

- The investigator hadn't explained how he had concluded that BBSAL had received a significant amount of business from TPS Land. The investigator had unfairly concluded that BBSAL should have been concerned about the number of execution only customers that TPS Land was persuading to invest in Store First. But this ignored that it was possible that a significant number of people had been approached by TPS Land but then refused to invest in Store First and that BBSAL had given customers clear investment risk warnings. This approach by the investigator also failed to look at each case on its own facts.

- BBSAL was not responsible for warning investors about any cash incentives received and BBSAL didn't know that Mr T had been offered a cash incentive. BBSAL's process was to ask customers about this so it wasn't fair and reasonable to hold BBSAL responsible for Mr T's loss if he'd lied about receiving an incentive.

- BBSAL ended its relationship with TPS Land in May 2012 as soon as it found out that TPS Land was offering and paying customers incentives.

- In these circumstances, it was also unfair for the investigator to have reached the view that BBSAL should be liable for any tax charge for the incentive as part of the compensation payable to Mr T.

- The FSA statement regarding Terence Wright doesn't clearly confirm that investors or BBSAL should not deal with Terence Wright. The statement said that Terence Wright is "*not authorised under FSMA to carry on a regulated activity*", and that *"Investors should be aware that the Financial Ombudsman Service and the Financial Services Compensation Scheme are not available if you deal with an unauthorised company or individual".* These quotes highlight, that the FSA statement was aimed at the general public and didn't prohibit SIPP operators from dealing with Terence Wright and simply declared that precautions should be taken if someone decides to deal with him.

- The FSA statement didn't mention Terence Wright's association with TPS Land, but rather the firm "Cash In Your Pension". So BBSAL questioned whether it was fair and reasonable to say that BBSAL should have known that the person referred to in the FSA statement is the same Terence Wright of TPS Land.

- In the context of what the FSA statement said regarding Terence Wright, it was clear that BBSAL (as SIPP Operator) had imposed a fair and reasonable level of oversight in its dealings, via the Introducer Agreement, of TPS Land, and consequently Terence Wright. BBSAL terminated the contract with TPS Land immediately on becoming aware of TPS Land paying customers incentives.

- The investigator said that BBSAL ought to have checked how TPS Land generated its business. It wasn't fair or reasonable to impose this obligation on BBSAL. It wasn't commercially viable for BBSAL to ask another business about how it operated and it was possible that TPS Land would have refused to provide this sensitive and irrelevant information.

- It was completely plausible that even if BBSAL had refused to accept Mr T's SIPP application, he would have gone to another SIPP provider and made the same investment. And it is also possible that Mr T would still have decided to transfer his pension to a SIPP and have decided to invest in something else later – as it can't necessarily be said that an applicant always applies for a SIPP to make a particular investment.

- The investigator had said that "SIPP Operators should make certain inquiries about the nature or quality of the...investment proposed" and concluded that BBSAL had undertaken no investment due diligence. But the investigator had never specifically asked for evidence of any investment due diligence that BBSAL had carried out on Store First.

- The Store First investment wasn't a failed investment, it wasn't in liquidation and there was no basis for concluding that it had a nil value. So the investigator's approach to redress wasn't fair and reasonable

- BBSAL can't take ownership of the Store First investment which is what the investigator had recommended as part of what he considered to be fair compensation. Nor is it fair and reasonable for BBSAL to be responsible for any ongoing charges and costs associated with the Store First investment.

- Mr T hadn't acted reasonably and appropriately at the time of the investment according to standards expected of consumers by the regulator. He knew that the investment in Store First was high risk and had declined to take regulated advice. He had also failed to tell BBSAL that he had received an incentive payment. So, it wasn't fair and reasonable for BBSAL to have to compensate him in these circumstances.

- This complaint was affected by another case that was being determined in the Court of Appeal. As such, any decision on this complaint should be postponed until after the Court of Appeal proceedings have been concluded.

my findings

Before I go on to set out my findings, I want to firstly confirm that I too think we have jurisdiction to consider the merits of Mr T's complaint. BBSAL hasn't provided any further submissions about this since the investigator's assessment, but I'm satisfied that the complaint made by Mr T in October 2016 raised new issues that he hadn't previously made to BBSAL in March 2016 when he said that the SIPP had been "mis-sold".

The latest complaint refers specifically to the due diligence that Mr T says BBSAL should have undertaken on TPS Land. BBSAL hadn't previously addressed this distinct complaint point. Mr T has referred the complaint about this to us within our time limits and there are no other impediments to our jurisdiction.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Much of BBSAL's recent submissions focus on requesting information from our service about our handling of complaints which are similar in nature to that of Mr T. BBSAL has also demanded further information about the basis of the investigator's conclusions. But I think the investigator has made his position clear and explained his findings by reference to the evidence and arguments presented to him by both parties.

In any event, I've looked at all the evidence afresh. I wrote to BBSAL to set out and provide copies of what I considered to be the relevant considerations in my determination of the complaint. This was not an invitation for further submissions as I'm fully aware of the arguments from both parties and have all the evidence I need.

I've read BBSAL's response to my letter. Although BBSAL disagrees with the relevance of some material, I'll explain why I consider them to be relevant below. And to allay any concerns, I want to assure it that I've looked at all submissions with care – including those made by BBSAL following the investigator's assessment. My remit is also inquisitorial rather than adversarial. I'm required to set out what I consider to be fair and reasonable and give reasons for this, not to answer every point or question raised by either party to a complaint. So, in this decision I concentrate on the key arguments and evidence that are material to my determination of the complaint.

relevant considerations

In accordance with my duty under section 228 of the Financial Services and Markets Act 2000 ("FSMA"), I must determine this complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. When considering what is fair and reasonable in the circumstances of this complaint, I'm required to take into account relevant considerations which include: law and regulations; regulator's rules, guidance and standards; and codes of practice. I'm also required to take into account, where appropriate, what I consider to have been good industry practice at the time.

I consider the following to be relevant considerations in this complaint.

The Principles for Businesses, which are set out in the FCA's handbook *"are a general statement of the fundamental obligations of firms under the regulatory system"* (PRIN 1.1.2G). These are rules which were made by the FSA under its rule making powers, and apply to SIPP operators such as BBSAL. Principles 2, 3 and 6 are of particular relevance to my decision about what is fair and reasonable in this case. They say:

> *"Principle 2 – Skill, care and diligence – A firm must conduct its business with due skill, care and diligence.*

Principle 3 – Management and control – A firm must take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems

Principle 6 – Customers' interests – A firm must pay due regard to the interests of its customers and treat them fairly."

In British Bankers Association, R (on the application of) v The Financial Services Authority & Anor [2001] EWHM 999 (Admin) (20 April 2011) Ouseley J said at paragraph 162:

"The Principles are best understood as the ever present substrata to which the specific rules are added. The Principles always have to be complied with. The Specific rules do not supplant them and cannot be used to contradict them. They are but specific applications of them to the particular requirement they cover. The general notion that the specific rules can exhaust the application of the Principles is inappropriate. It cannot be an error of law for the Principles to augment specific rules."

And at paragraph 77:

"Indeed, it is my view that it would be a breach of statutory duty for the Ombudsman to reach a view on a case without taking the Principles into account in deciding what would be fair and reasonable and what redress to afford. Even if no Principles had been produced by the FSA, the FOS would find it hard to fulfil its particular statutory duty without having regard to the sort of high level Principles which find expression in the Principles, whoever formulated them. They are of the essence of what is fair and reasonable, subject to the argument about their relationship to specific rules."

So, the Principles are relevant and form part of the regulatory framework that existed at the time and have a wide application. They provide the overarching framework for regulation and must always be complied with by regulated firms including BBSAL. As such, I need to have regard to them when deciding what is fair and reasonable in the circumstances of this complaint.

COBS rule 2.1.1 closely reflects the Principles, in stating that "*a firm must act honestly, fairly and professionally in accordance with the best interests of its client".*

This is a rule that was consulted on by the regulator and provides a high level standard that all firms must adhere to when transacting business with any consumer.

The FSA and the FCA have also made a number of publications which remind SIPP operators of their obligations and set out how they might achieve the outcomes envisaged by the Principles.

- "A report on the finding of a thematic review" by the then regulator the FSA on SIPP operators published in September 2009 (the 2009 report).
- "A report on the finding of a thematic review" by the then regulator the FSA on SIPP operators published in September 2012 (the 2012 report).
- "A guide for Self-Invested Personal Pensions (SIPP) operators" published by the FCA in October 2013 (the 2013 guidance).

- A letter from the FCA's Director of Supervision sent to the CEOs of all SIPP operators in July 2014 (the 2014 Dear CEO letter).

I think these too are relevant considerations in this complaint. Like the investigator, I think the 2009 report is most relevant. However, I've also quoted selected parts of the other publications which I think are of particular relevance. But to be clear, I've considered them in their entirety.

The 2009 report included the following:

> *"We are very clear that SIPP operators, regardless of whether they provide advice, are bound by Principle 6 of the Principles for Businesses ('a firm must pay due regard to the interests of its customers and treat them fairly') insofar as they are obliged to ensure the fair treatment of their customers. COBS 3.2.3(2) states that a member of a pension scheme is a 'client' for COBS purposes, and 'Customer' in terms of Principle 6 includes clients. It is the responsibility of SIPP operators to continuously analyse the individual risks to themselves and their clients, with reference to the six TCF consumer outcomes.*
>
> *We agree that firms acting purely as SIPP operators are not responsible for the SIPP advice given by third parties such as IFAs. However, we are also clear that SIPP operators cannot absolve themselves of any responsibility, and we would expect them to have procedures and controls, and to be gathering and analysing management information, enabling them to identify possible instances of financial crime and consumer detriment such as unsuitable SIPPs. Such instances could then be addressed in an appropriate way, for example by contacting the member to confirm the position, or by contacting the firm giving advice and asking for clarification. Moreover, while they are not responsible for the advice, there is a reputational risk to SIPP operators that facilitate the SIPPs that are unsuitable or detrimental to clients.*
>
> *Of particular concern were firms whose systems and controls were weak and inadequate to the extent that they had not identified obvious potential instances of poor advice and/or potential financial crime. Depending on the facts and circumstances of individual cases, we may take enforcement action against SIPP operators who do not safeguard their customers' interests in this respect, with reference to Principle 3 of the Principles for Business ('a firm must take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems').*
>
> *The following are examples of measures that SIPP operators could consider, taken from examples of good practice that we observed and suggestions we have made to firms:*
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> - *Confirming, both initially and on an ongoing basis, that intermediaries that advise clients are authorised and regulated by the FSA, that they have the appropriate permissions to give the advice they are providing to the firm's clients, and that they do not appear on the FSA website listing warning notices.*

- *Having Terms of Business agreements governing relationships, and clarifying respective responsibilities, with intermediaries introducing SIPP business.*

- *Routinely recording and reviewing the type (i.e. the nature of the SIPP investment) and size of investments recommended by intermediaries that give advice and introduce clients to the firm, so that potentially unsuitable SIPPs can be identified.*

- *Being able to identify anomalous investments, e.g. unusually small or large transactions or more 'esoteric' investments such as unquoted shares, together with the intermediary that introduced the business. This would enable the firm to seek appropriate clarification, e.g. from the client or their adviser, if it is concerned about the suitability of what was recommended.*

- *Requesting copies of the suitability reports provided to clients by the intermediary giving advice. While SIPP operators are not responsible for advice, having this information would enhance the firm's understanding of its clients, making the facilitation of unsuitable SIPPs less likely.*

- *Routinely identifying instances of execution-only clients who have signed disclaimers taking responsibility for their investment decisions, and gathering and analysing data regarding the aggregate volume of such business.*

- *Identifying instances of clients waiving their cancellation rights, and the reasons for this."*

The 2012 report included the following:

> *"Principle 2 of the Principles for Business, states 'a firm must conduct its business with due skill, care and diligence'.*
>
> *Some SIPP operators were unable to demonstrate that they are conducting adequate due diligence on the investments held by their members or the introducers who use their schemes, to identify potential risks to their members or to the firms itself. In some firms this was made worse by an over-reliance on third parties to conduct due diligence on behalf of the operator. In some cases this has resulted in taxable investments being inadvertently held, and monies invested in potentially fraudulent investments."*

The 2013 guidance included the following:

> *"Examples of good practice we observed during our work with SIPP operators include the following:*
>
> - *Confirming, both initially and on an ongoing basis, that introducers that advise clients are authorised and regulated by the FCA, that they have the appropriate permissions to give the advice they are providing; neither the firm, nor its approved persons are on the list of prohibited individuals or cancelled firms and have a clear disciplinary history; and that the firm does not appear on the website listings for un-authorised business warnings.*
>
> *…*

"Although the members' advisers are responsible for the SIPP investment advice given, as a SIPP operator the firm has a responsibility for the quality of the SIPP business it administers. Examples of good practice we have identified include:

…using non-regulated introducer checklists which demonstrate the SIPP operators have considered the additional risks involved in accepting business from non-regulated introducers.

Due diligence

Principle 2 of the FCA's Principles for Businesses requires all firms to conduct their business with due skill, care and diligence. All firms should ensure that they conduct and retain appropriate and sufficient due diligence (for example, checking and monitoring introducers as well as assessing that investments are appropriate for personal pension schemes) to help them justify their business decisions. In doing this SIPP operators should consider:

• ensuring that all investments permitted by the scheme are permitted by HMRC, or where a tax charge is incurred, that charge is identifiable, HMRC is informed and the tax charge paid

• periodically reviewing the due diligence the firm undertakes in respect of the introducers that use their scheme and, where appropriate enhancing the processes that are in place in order to identify and mitigate any risks to the members and the scheme

• having checks which may include, but are not limited to

• ensuring that introducers have the appropriate permissions, qualifications and skills to introduce different types of business to the firm, and undertaking additional checks such as viewing Companies House records, identifying connected parties and visiting introducers;

• ensuring all third-party due diligence that the firm uses or relies on has been independently produced and verified

• good practices we have identified in firms include having a set of benchmarks, or minimum standards, with the purpose of setting the minimum standard the firm is prepared to accept to either deal with introducers or accept investments, and

• ensuring these benchmarks clearly identify those instances that would lead a firm to decline the proposed business, or to undertake further investigations such as instances of potential pension liberation, investments that may breach HMRC tax-relievable investments and non-standard investments that have not been approved by the firm"

The 2014 *Dear CEO* letter provides another reminder that the Principles apply and an indication of the FCA's expectations about the kinds of practical steps a SIPP operator might reasonably take to achieve the outcomes envisaged by the Principles. The letter said:

"As you may be aware, we have recently conducted a thematic review of SIPP operators following up on the guidance we issued in October 2013 (FG13/8). In this review, we focused on:

- *The due diligence procedures SIPP operators used to assess non-standard investments, and*
- *How all firms were adhering to the relevant prudential rules.*

During our review, we found that a significant number of SIPP operators are still failing to manage these risks and ensure consumers are protected appropriately, despite our recent guidance. In our view, the failings we identified put UK consumers' pension savings at considerable risk, particularly from scams and pension fraud. We have already discussed this with the firms concerned, explaining that these failings are unacceptable and need to be addressed.

I'm now writing to you, and the CEOs of all SIPP operators, because our thematic review indicates that these failings continue and are widespread, despite previous communications. We are concerned that many firms in this sector continue to demonstrate a lack of engagement with some areas of their regulatory obligations, and hence pose a threat to the quality of outcomes experienced by consumers.

…

I would encourage you to review the key findings from our thematic review in the Annex to this letter, and ask you to take action to ensure that your business is able to demonstrate an appropriate degree of protection for consumers' pension savings.

Where firms fail to meet our expectation and continue to put UK consumers outcomes at risk we will take further action."

I note BBSAL's point that some of these publications do not, in its view, have the force of the law. I accept that the 2009 and 2012 reports and the 2014 Dear CEO letter weren't formal *"guidance"* (though the 2013 guidance is). But this doesn't mean their importance should be underestimated in my determination of what is fair and reasonable. They provide a reminder that the Principles apply and give examples of the kinds of things a SIPP operator might do to ensure it is treating its customer fairly and produce the outcomes envisaged by the Principles. In that respect, the publications which set out the regulators expectations of what SIPP operators should be doing also goes some way to indicate what I consider amounts to good industry practice.

It's also important to point out that although some of the publications I've listed above were made after the events subject to complaint, the Principles that underpin them existed throughout. So, a business must always *"conduct its business with due skill, care and diligence"* (Principle 2) *and "take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems"* (Principle 3) *and "pay due regard to the interests of its clients and treat them fairly"* (Principle 6).

It is also clear from the text of the publications that the regulator expected SIPP operators to have incorporated the recommended good practices into the conduct of their business already. So, whilst the regulators' comments suggest some industry participants' *understanding* of the standards expected of SIPP operators changed over time, it's clear the

standards themselves did not change and applied at the time BBSAL accepted Mr T's SIPP application.

In any event, this doesn't mean that in considering what is fair and reasonable, I will only consider BBSAL's actions with these publications in mind. The reports, letter and guidance gave non-exhaustive guidance. They did not say the suggestions given were the limit of what a SIPP operator should do. As the annex to the *"Dear CEO"* letter notes, what should be done to meet such regulatory obligations is dependent on the circumstances. It was for a business to decide for itself how to meet its regulatory obligations – it should not have been reliant on the regulator to tell it what to do.

Having said all of the above, I reiterate the starting point is that I'm required to make a decision on what's fair and reasonable in all the circumstances of this complaint.

what did BBSAL's obligations mean in practice?

It isn't in dispute that BBSAL knew that Mr T's business was being introduced by TPS Land – an unregulated business. And I'm satisfied that Principles 2, 3 and 6 as well as COBS 2.1.1 together mean that BBSAL was obliged to treat Mr T fairly when deciding whether to *accept or reject* the introduction of his business by TPS Land and to act in his best interests.

To do this, BBSAL needed to conduct due diligence on TPS Land and the underlying investments and have appropriate systems and controls in place for business introduced to it so that it could ensure that it monitored, identified (and prevented) instances of consumer detriment. I think it's reasonable to say that the likelihood of consumer detriment is much higher where customers haven't received advice from a regulated adviser.

The Introducer Agreement itself envisages this kind of due diligence being conducted. It says:

> *"The Business Introducer undertakes to supply any required documentation and information regarding The Business Introducer and its shareholders as reasonably requested by the SIPP operator as part of the SIPP operator's due diligence process on The Business Introducer."*

I accept that BBSAL's obligations as an execution only SIPP operator did not extend to advising on the decision to transfer to the SIPP and invest in Store First. But the fact that BBSAL itself wasn't required to give advice did not preclude it from meeting its own distinct regulatory obligations by thinking carefully about the business it was accepting.

I also think that declining to accept business does not amount to providing advice. BBSAL could have declined to accept Mr T's application for a SIPP without providing him with investment advice. It didn't have to carry out an assessment of Mr T's needs and circumstances in order to meet its regulatory obligations in this regard.

what did BBSAL do?

I think it's important to highlight that our service has given BBSAL a number of opportunities to provide evidence about the due diligence it carried out on TPS Land. As summarised above, BBSAL has provided detailed submissions about the investigator's findings and has questioned the basis upon which these conclusions could be reached. But, the only evidence that BBSAL has provided that is contemporaneous to the events that I'm looking at is:

- The Introducer Agreement BBSAL had with TPS Land dated 18 April 2011;
- A copy of Mr T's SIPP application form signed by Mr T and dated 16 June 2011;
- A welcome letter sent by BBSAL to Mr T dated 23 June 2011;
- A copy of the Alternative Investment Letter signed by Mr T and dated 8 July 2011;
- A copy of the Asset Purchase Form signed by Mr T and dated 8 July 2011; and
- A copy of the Property Questionnaire that Mr T signed dated 8 July 2011.

None of these documents evidence that BBSAL carried out due diligence on TPS Land before it accepted Mr T's application.

BBSAL says that the Introducer Agreement constituted effective oversight and was intended to ensure that TPS Land acted appropriately with customers it introduced to BBSAL. It says this prescribed how business was to be conducted by TPS Land.

Having an agreement in place is one example of good practice highlighted in the regulator's publications. But I don't agree with BBSAL that this alone was sufficient for it to meet its obligations to treat Mr T fairly and to act in his best interests in accepting his introduction. The agreement didn't do anything other than clarify the respective roles of BBSAL and TPS Land. And I don't think provisions in the agreement setting out that TPS Land undertook not to advise customers and to notify BBSAL if its employees breached the undertaking safeguarded against consumer detriment in the form of unauthorised advice. At best, the agreement asked TPS Land to self-police against this risk. BBSAL needed to satisfy itself about this independently.

I think, when faced with an application to introduce pensions business from an unregulated business BBSAL should at least have taken steps to check who was running that business and what its business model involved in order to identify whether this is a vehicle for financial crime, unsuitable SIPPs and to safeguard against consumer detriment. I've not seen any evidence that it did this or reached the right conclusions about accepting introductions from TPS Land. I'll expand on this below.

<u>the involvement of Terence Wright</u>

As I've explained, BBSAL needed to conduct some due diligence on TPS Land to meet its regulatory obligations. The Introducer Agreement was signed on behalf of TPS Land by Terence Wright and it's not in dispute that he was the individual running that business. So, I think BBSAL, acting fairly and in Mr T's best interests, should have carried out checks on him prior to accepting introductions from his business.

I think a reasonable step for it to have taken in this regard was to check the regulator's list of unauthorised firms and persons to avoid. Had it done so, it would have discovered that Terence Wright was on the list. I've set out the text of the warning in the background section above.

There's no evidence that BBSAL checked the list at the time. But it now says that even if it had checked the list, the warning mentions Terence Wright's involvement with a business called "*Cash in Your Pension"* and not TPS Land. And BBSAL says it had always proceeded

on the basis that TPS Land was unregulated and would not give advice based on the Introducer Agreement. So, it doesn't think it necessarily would have been concerned by the warning or been aware that this was the same Terence Wright that it was dealing with in respect of TPS Land.

However, I've already highlighted above that I don't think the Introducer Agreement alone was sufficient for BBSAL to meet its regulatory obligations to safeguard against consumer detriment. And I don't think it's plausible that BBSAL would have been unclear about whether the Terence Wright mentioned in the warning was the same individual running TPS Land. And if it was unclear, acting fairly, BBSAL ought to have obtained clarification about the warning from TPS Land itself and, if ultimately necessary, the regulator. In my view, if BBSAL had undertaken reasonable checks they would have discovered that Terence Wright was in fact the same person as the subject of the warning.

I think Terence Wright's appearance on the list ought to have highlighted to BBSAL that the regulator was concerned enough about Terence Wright's activities to warn consumers about him. And I think it's reasonable to conclude that the warning was aimed at protecting consumers from detriment in their dealings with him.

I also think the warning should have acted as a significant reason for BBSAL to be concerned about any business Terence Wright was involved in – not just "Cash in Your Pension". The warning said that Terence Wright was not authorised and may be "targeting UK customers" in connection with investment business conducted through an unregulated company. As a minimum, BBSAL should have made enquiries to satisfy itself that Terence Wright was not conducting business for TPS Land in a way that could result in a real risk of detriment for consumers.

It follows that acting fairly, BBSAL should have made enquiries of TPS Land so that it could fully understand its business model to ensure that it was not operating in a way that could result in a real risk of detriment for consumers.

I will now consider what BBSAL should have reasonably discovered about the business model of TPS Land if it had undertaken adequate due diligence and I will then conclude whether BBSAL acting fairly should have accepted introductions from TPS Land.

the business model of TPS Land

BBSAL says that it did not deal with introducers that breached the general prohibition on conducting regulated activities without authorisation. It says its process was to end the Introducer Agreement if it believed the introducer was doing this. It also says that the investigator had "seemed to assert" in his assessment that TPS Land had breached the general prohibition – but hadn't identified the evidence of this.

I think there is evidence of TPS Land providing advice. Mr T has told us (and BBSAL in the complaint correspondence) that he was advised by TPS Land to consolidate his pensions and invest in Store First. I think it's fair to say that it's unusual for people to make important decisions about their pensions without advice or a recommendation about where to invest funds – particularly where the investment is high risk and unregulated. And there's no suggestion that Mr T spoke to anyone else about his pension options or that any other party was involved. So I think it's likely that Mr T was advised by TPS Land to make the Store First investment.

This is the kind of risk that ought to have been at the forefront of BBSAL's thinking when dealing with an unregulated business like TPS Land - especially because of the regulator's warning about Terence Wright. As I've said above, BBSAL as part of its due diligence ought to have found out more about how TPS Land was operating. I acknowledge that the regulators reports and guidance do not specifically mention considering the business model of an introducer as an example of good practice. But the reports and guidance are not exhaustive. They only provide examples of good practice and are based on the overarching Principles for Businesses. So the question to consider is what, acting fairly, ought BBSAL have done to meet the obligations set by the Principles?

I think BBSAL, acting fairly, should have taken steps to understand what TPS Land's business model involved. BBSAL should, for example, have asked about how TPS Land contacted potential customers, what type of investments it would be introducing, what information was being provided to customers, what steps were being taken to ensure that customers were not advised or were directed to a regulated adviser, how TPS Land ensured that it was not conducting other regulated activities and whether incentive payments were being offered to customers. There's no evidence that BBSAL made any such enquiries of TPS Land.

If it had conducted these enquiries as part of its due diligence, I think BBSAL would have (or ought to have) identified that it was unusual that TPS Land, an unregulated a business based in Spain, was contacting consumers in the UK about pension investments. I think it's likely that it would have found that TPS Land was calling customers (often by way of cold calls), that it specialised in one or two high risk esoteric investments and, following contact from TPS Land, and without the involvement of any other regulated parties, customers were transferring their UK pensions to SIPPs to make these investments. I also think that it's likely that BBSAL would have found that were insufficient safeguards against advice being given. That is what Mr T has told us happened when he was contacted by TPS Land and, as I've said above, I think it's likely that he was indeed advised.

Knowing this and the regulator's warning about Terence Wright, I think BBSAL ought to have identified that there was a real and significant risk of consumer detriment in introductions made to it by TPS Land. And having identified this risk, I think it would have been fair for BBSAL to conclude that it would not be fair for it to accept introductions from TPS Land.

I accept that there is a possibility that, if BBSAL had made enquiries, TPS Land might not have been forthcoming with information about its business model. But that is not a reasonable basis for not making reasonable enquires. BBSAL has also questioned whether these types of enquiry would have been "commercially viable". However, to my mind the basic type of enquiries and checks necessary for it to understand TPS's business model would not have been a costly exercise. Also, I don't think enquiries of the nature I've mentioned above would have entailed TPS Land disclosing what BBSAL has described as "irrelevant and sensitive" information. Rather, it would have provided BBSAL with the information necessary to ensure that it was conducting its business with due skill, care and diligence and that it was paying due regard to the interests of its customers (such as Mr T) and treating him fairly.

Further, if TPS Land was reluctant or refused to provide information about its business model, that ought to have been something in and of itself that made BBSAL concerned about the integrity and motivations of those operating TPS Land. As such, I think this too should have led BBSAL to conclude that there was a real risk of consumer detriment and

that it would not be treating Mr T fairly and in his best interests in accepting his introduction from TPS Land.

I think that these concerns should have been heightened by the volume of introductions BBSAL was receiving from TPS Land. As I've said above, the regulator highlighted in the 2009 report that "*gathering and analysing data regarding the aggregate volume"* of execution only business and where customers sign disclaimers as an example of good practice. BBSAL has questioned the basis of the investigator's finding that it accepted a significant volume of business from TPS Land. But despite its objections, BBSAL hasn't provided any evidence about the actual number of introductions it accepted from TPS Land even though we have invited it to do so.

Based on what I've seen, I think it's reasonable to conclude that the number of introductions was indeed significant. That's because over 100 complaints have been referred to us about BBSAL where the introducer was TPS Land. BBSAL accepted these introductions from TPS Land over a period of 12 months (as it terminated its agreement with TPS Land on in May 2012) and many of these will have been before Mr T's introduction in July 2011.

I think BBSAL should have been concerned about how an unregulated business based in Spain was able to introduce UK pensions business for investment in a high risk unregulated investment in such a relatively high volume without potentially undertaking regulated activities.

In any event, regardless of the numbers of introductions that had been received from TPS Land, I think concerns about Terence Wright's involvement and TPS Land's business model ought to have resulted in BBSAL concluding that, acting fairly, it should not have been dealing with TPS Land at all. As such, I think it ought to have refused to accept Mr T's application.

<u>what about the documents signed by Mr T?</u>

BBSAL says it did all it could reasonably be expected to do to warn Mr T about the fact that he should take financial advice and that the investment was high risk and illiquid. It also says that the documents he signed reaffirmed its understanding that advice was not being given by TPS Land. I've quoted in the background section above extracts from documents that Mr T signed at the time he made his application. BBSAL also says that Mr T signed a declaration setting out that he hadn't received an incentive payment as part of the proposed SIPP investment.

BBSAL says that I should take account of these documents when considering whether Mr T himself acted appropriately and whether it's fair to compensate him for his investment loss. It has highlighted the need to balance consumer responsibility and quoted from FCA discussion papers about actions consumers should take to protect their own interests and the expectation that they should make reasonable efforts to understand the documents they are given.

I accept that the documents that Mr T signed clearly set out that BBSAL wasn't giving advice. I also think it's likely that he was aware or ought to have been aware that he was making a higher risk investment with his pension funds. But, I don't think that it's fair and reasonable that this complaint should not be upheld simply because Mr T signed the documents he did.

The 2009 report said that SIPP operators should, as an example of good practice, be:

> *"Routinely identifying instances of execution-only clients who have signed disclaimers taking responsibility for investment decisions and gathering and analysing data regarding the aggregate volume of such business."*

I think the above can reasonably be referred to as the regulator highlighting a possible warning sign and that SIPP operators should be alert to spotting trends of this type of activity when accepting business. But I also think it's fair and reasonable to say that BBSAL ought to have had this warning sign in mind when considering individual applications. The reason for caution in these circumstances is self-evident – it is generally sensible for people to take regulated advice about important decisions involving their pensions, particularly where the customer is moving funds from a traditional pension scheme into high risk unregulated investments - which are rarely suitable for the majority of consumers and carry a significant risk of consumer detriment.

So, with this in mind, I think BBSAL ought to have been cautious about accepting Mr T's application in spite of and because of the documents he had signed.

With regard to the incentive, there's no evidence that Mr T signed a declaration about this payment. I accept that at least some other customers introduced to BBSAL by TPS Land are likely to have signed them. But BBSAL hasn't provided a copy of this declaration for Mr T and so my finding is that it is likely that he didn't sign one.

Even if Mr T did sign such a declaration, that would still not change my decision to uphold this complaint. Such a declaration isn't usual and so the fact that BBSAL thought it necessary to ask consumers to sign a declaration about an incentive payment demonstrates that it identified that this was a significant risk when dealing with TPS Land. As I've mentioned previously, such an incentive is likely to be an unauthorised payment breaching HMRC tax rules. So, having identified this risk, the fair thing to do would be to refuse to accept business from TPS Land – not just put in place a process asking customers to sign a declaration. In other words, the fact that BBSAL identified this risk is another reason why it ought have refused to accept introductions from TPS Land.

Overall, BBSAL's regulatory obligations meant that it needed to consider whether it was acting fairly in accepting Mr T's introduction from TPS Land. This is different from providing investment advice. It had a duty under the Principles and COBS 2.1.1 to act in his best interests and needed to consider whether accepting the introduction from TPS Land was consistent with that duty. So, it needed to carry out appropriate due diligence on TPS Land and reach the right conclusions. Based on the information I have been provided with and for the reasons outlined above, I am not persuaded that BBSAL did this when it accepted Mr T's business.

So, I don't think the documents Mr T signed meant that BBSAL could ignore its duty to act in Mr T's best interests or that those documents on their own meant it acted fairly in its dealings with Mr T. BBSAL's responsibilities as a regulated firm meant it wasn't appropriate for it to accept his introduction by TPS Land. Just asking Mr T to sign declarations was not an effective way of meeting those obligations.

Was BBSAL obliged to proceed with Mr T's instructions under COBS 11.2.19?

BBSAL says that its dealings with Mr T were on an execution-only basis. As such, it says it was required to follow the best execution rule at COBS 11.2.19(1) which says:

> *"Whenever there is a specific instruction from the client, the firm must execute the order following the instruction"*.

BBSAL is of the view that this provision means that it had to execute Mr T's investment instructions. Although it isn't entirely clear, I've taken BBSAL's argument to extend to the acceptance of Mr T's SIPP application itself and that it had no choice but to accept it and then proceed to make the investment in Store First.

But I don't agree. The COBS rule relates to the execution of an instruction to make an investment, but it would only be relevant where the investment was one that BBSAL had accepted. And BBSAL would only have got to the point of executing the specific instruction, if it accepted the SIPP application. If it hadn't accepted application, the execution of the investment instruction wouldn't have arisen.

I'm satisfied that if BBSAL had met its regulatory responsibilities and acted fairly in its dealings with Mr T by carrying out adequate due diligence, it wouldn't have accepted his application introduction from TPS Land. I therefore don't accept BBSAL's submission that it had no choice but to make the investment in Store First, or that the rules allowed it to simply give risk warnings and go ahead.

I think my conclusion here is supported by the fact that BBSAL ended its relationship with TPS Land in May 2012 after it says it became aware that it was paying incentives to customers. This demonstrates that even BBSAL's own procedures at the time were that it could and should refuse to accept business from introducers in certain circumstances. My view is that BBSAL, acting fairly, ought to have taken this decision about TPS Land before accepting Mr T's introduction rather than wait until May 2012 to do this.

<u>BBSAL's due diligence on the Store First investment</u>

BBSAL had a duty to conduct due diligence and give thought to whether an investment itself is acceptable for inclusion into a SIPP. That is consistent with the Principles for Businesses and the regulators publications as set out above in the background section of the decision. It is also consistent with HMRC Rules that govern what investments can be held in a SIPP.

But, given what I've said about BBSAL's due diligence on TPS Land and my conclusion that it wasn't treating Mr T fairly or reasonably when it accepted the introduction of Mr T's business, I don't think it is necessary to also consider BBSAL's due diligence on Store First. I am satisfied that BBSAL was not treating Mr T fairly or reasonably when it accepted his introduction from TPS Land, so I have not gone on to consider due diligence it may have carried out on the Store First investment and whether this was sufficient. As such, I don't make any findings about this.

<u>fair compensation</u>

Mr T was actively looking at his pension options. But I think if BBSAL had told Mr T it would not accept the application from TPS Land, it's likely that he would have been put off proceeding with the Store First investment or any investment associated with TPS Land. I think the rejection of the application would have prompted Mr T to seek regulated advice and he would have invested in a suitable alternative.

BBSAL says that if it had refused Mr T's application, Mr T could have proceeded with the Store First investment through TPS Land with another SIPP operator. As I've said above, I don't think that's likely to have happened. In any event, I don't think it's fair and reasonable to say that BBSAL should not be responsible for its errors because another SIPP operator would have made the same mistakes. I think it's fair to instead assume that another SIPP provider wouldn't have processed the transaction if it had carried out sufficient due diligence in accordance with its own regulatory responsibilities and good industry practice. So again, I think the end result would have been that Mr T would not have made the Store First investment and he would have instead invested in a suitable alternative.

So, my aim in compensating Mr T is to put him as close as possible to the position he would probably now be in if he hadn't invested in Store First and had instead invested in a suitable alternative.

As I've said above, I take the view that Mr T would have invested differently. It's not possible to say *precisely* what he would have done differently. But I'm satisfied that what I've set out below is fair and reasonable given Mr T's circumstances and objectives when he invested.

what should BBSAL do?

To compensate Mr T fairly, BBSAL must:

- Compare the performance of Mr T's investment with that of the benchmark shown below. I think this is a fair proxy as Mr T wanted capital growth and was willing to accept some investment risk. If the *fair value* is greater than the *actual value* there is a loss and compensation is payable. If the *actual value* is greater than the *fair value*, no compensation is payable.

  BBSAL should add interest as set out below.

  If there is a loss, BBSAL should pay into Mr T's pension plan to increase its value by the total amount of the compensation and any interest. The amount paid should allow for the effect of charges and any available tax relief.

  Compensation should not be paid into the pension plan if it would conflict with any existing protection or allowance.

  If BBSAL is unable to pay the total amount into Mr T's pension plan, it should pay that amount direct to him. But had it been possible to pay into the plan, it would have provided a taxable income. Therefore the total amount should be reduced to *notionally* allow for any income tax that would otherwise have been paid.

  The *notional* allowance should be calculated using Mr T's actual or expected marginal rate of tax at his selected retirement age.

  For example, if Mr T is likely to be a basic rate taxpayer at the selected retirement age, the reduction would equal the current basic rate of tax. However, if Mr T would have been able to take a tax free lump sum, the reduction should be applied to 75% of the compensation.

Mr T has provided a bank statement showing that he received £5,400 shortly after making the investment. I'm satisfied that this is the amount of the incentive paid to him for making the Store First investment and that this should be deducted from the loss calculation.

Like the investigator, I think BBSAL should also assume responsibility for any future tax liability to HMRC which may arise from the incentive having been paid. That's because he wouldn't have received the incentive payment if the Store First investment had not gone ahead and he won't have benefitted from the amount of tax he pays on it. Therefore any tax that he pays on the loan should be repaid to Mr T by BBSAL.

- Like the investigator, I think Mr T has suffered some trouble and upset as a result of BBSAL's actions and I think £500 is fair compensation for this. So BBSAL should pay this amount to Mr T.

Income tax may be payable on any interest paid. If BBSAL deducts income tax from the interest it should tell Mr T how much has been taken off. BBSAL should give Mr T a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

investment name	status	benchmark	from ("start date")	to ("end date")	additional interest
BBSAL SIPP	still exists	FTSE UK Private Investors Income Total Return Index	date of investment	date of my decision	8% simple per year from date of decision to date of settlement (if compensation is not paid within 28 days of the business being notified of acceptance)

actual value

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

BBSAL says that there is no basis to conclude that the Store First investment has a nil value and that it is a failed investment. But the companies that manage the investment are now the subject of a winding up order. So think it's fair to say that, at the very least, it may be difficult to find the *actual value* of the Store First investment. So, for the purpose of calculating the loss the *actual value* of the Store First investment should be *assumed* to be nil to arrive at fair compensation and BBSAL should take ownership of the investment.

BBSAL has expressed concerns about whether it can take ownership of the Store First investment. But, if BBSAL is unable to purchase the investment, it may require that Mr T provides an undertaking to pay BBSAL any amount he may receive from the investment in the future. That undertaking must allow for any tax and charges that would be incurred on

drawing the receipt from the pension plan. BBSAL will need to meet any costs in drawing up the undertaking.

If BBSAL can't take ownership of the Store First investment and that is the only reason for Mr T's BBSAL SIPP remaining open, BBSAL also should waive its fees for a period of five years. BBSAL should also not charge Mr T fees for the closure of the SIPP or the transfer of the redressed funds to another provider.

Whether or not it can take ownership of the Store First investment, BBSAL should assume responsibility for all additional charges arising in relation to the investment such as Non-Domestic Business Rates. I think this is fair and reasonable because Mr T would not have made the investment in Store First if BBSAL had refused his application as I think it should have done. So he should not be liable for any additional costs arising from this investment.

fair value

This is what the investment would have been worth at the end date had it produced a return using the benchmark.

Any additional sum paid into the investment should be added to the *fair value* calculation from the point in time when it was actually paid in.

Any withdrawal, income or other distribution out of the investment should be deducted from the *fair value* at the point it was actually paid so it ceases to accrue any return in the calculation from that point on. If there are a large number of regular payments, to keep calculations simpler, I'll accept if BBSAL totals all those payments and deducts that figure at the end instead of deducting periodically.

my final decision

I uphold the complaint. My decision is that Berkeley Burke SIPP Administration Limited should pay the amount calculated as set out above.

Berkeley Burke SIPP Administration Limited should provide details of its calculation to Mr T in a clear, simple format.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 12 October 2019.

Abdul Hafez
ombudsman