

**FEES MANUAL (FINANCIAL OMBUDSMAN SERVICE CASE FEES 2023/2024)  
INSTRUMENT 2023**

**Powers exercised by the Financial Ombudsman Service Limited**

- A. The Financial Ombudsman Service Limited:
- (1) makes and amends the scheme rules and guidance relating to the payment of fees under the Compulsory Jurisdiction;
  - (2) makes and amends the rules and guidance for the Voluntary Jurisdiction; and
  - (3) fixes and varies the standard terms for Voluntary Jurisdiction participants,
- as set out in the Annex to this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000:
- (a) section 227 (Voluntary jurisdiction);
  - (b) paragraph 8 (Information, advice and guidance) of Schedule 17;
  - (c) paragraph 14 (The scheme operator's rules) of Schedule 17;
  - (d) paragraph 15 (Fees) of Schedule 17;
  - (e) paragraph 18 (Terms of reference to the scheme) of Schedule 17; and
  - (f) paragraph 20 (Voluntary jurisdiction rules: procedure) of Schedule 17.
- B. The making and amendment of the rules and guidance and the fixing and varying of the standard terms by the Financial Ombudsman Service Limited, as set out in paragraph A above, is subject to the consent and approval of the Financial Conduct Authority.

**Consent and approval by the Financial Conduct Authority**

- C. The Financial Conduct Authority consents to and approves the rules and guidance made and amended and the standard terms fixed and varied by the Financial Ombudsman Service Limited, as set out at in the Annex to this instrument.

**Commencement**

- D. This instrument comes into force on 1 April 2023.

**Amendments to the Handbook**

- E. The Fees manual (FEES) is amended by the Board of the Financial Ombudsman Service Limited in accordance with the Annex to this instrument.

**Citation**

- F. This instrument may be cited as the Fees Manual (Financial Ombudsman Service Case Fees 2023/2024) Instrument 2023.

By order of the Board of the Financial Ombudsman Service Limited  
20 March 2023

By order of the Board of the Financial Conduct Authority  
30 March 2023

## Annex

### Amendments to the Fees manual (FEES)

In this Annex, underlining indicates new text and striking through indicates deleted text.

#### 5 Financial Ombudsman Service Funding

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#### 5.5B Case fees

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5.5B.4 G The *firms* in *industry blocks* 13 and 15 are cash plan health providers and small *friendly societies*. The case fee exemption takes into account that the amount in issue is likely to be small relative to the case fee. ~~Instead, the full unit cost of handling complaints against these *firms* will be recovered through the setting of the relevant *general levy*.~~

5.5B.5 R A *credit union* or a *community finance organisation* which is subject to the *minimum levy* in an *industry block* is not required to pay any case fee in respect of *chargeable cases* relating to that *industry block*.

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Late payment ~~and remission~~ of case fees

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#### Time limit for making a claim for the remission or repayment of case fees

5.5B.27 R ~~If it appears to the *FOS Ltd* that in the exceptional circumstances of a particular case the payment of any case fee under *FEES 5.5B* would be inequitable, the *FOS Ltd* may (unless *FEES 5.5B.29R* applies) reduce or remit all or part of the case fee in question which would otherwise be payable.~~

In relation to any case fee which was invoiced by *FOS Ltd* under *FEES 5.5B* on or after 1 April 2023, no claim for the remission or repayment of all or part of the case fee (or any interest or administrative fee due under *FEES 5.5B.25R* in relation to it) may be made to *FOS Ltd* more than 1 year after the date on which the case fee was invoiced (irrespective of when or whether the amounts in question were paid to *FOS Ltd*).

5.5B.28 R ~~If it appears to the *FOS Ltd* that in the exceptional circumstances of a particular case to which *FEES 5.5B.27R* does not apply the retention by the *FOS Ltd* of any case fee which has been paid would be inequitable, the *FOS Ltd* may (unless *FEES 5.5B.29R* applies) refund all or part of that case fee.~~

In relation to a case fee which was invoiced by *FOS Ltd* under *FEES 5.5B* before 1 April 2023, and subject to any rule of law prescribing a shorter time period for making such a claim, no claim for the remission or repayment of all or part of the case fee (or any interest or administrative fee due under *FEES 5.5B.25R* in relation to it) may be made to *FOS Ltd* on or after 31 March 2024 (irrespective of when or whether the amounts in question were paid to *FOS Ltd*).

5.5B.29 R ~~The *FOS Ltd* may not consider a claim under *FEES 5.5B.27R* and/or *FEES 5.5B.28R* in respect of any amount overpaid due to a mistake of fact or law by the payer, if the claim is made by the payer more than 2 years after the beginning of the *financial year* to which the payment relates.~~

The *FOS Ltd* may allow a claim to be made outside the time limits prescribed in *FEES 5.5B.27R* and *FEES 5.5B.28R* if it is satisfied that the failure to make a claim within the time limits prescribed was as a result of exceptional circumstances.

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**5 Annex Annual Levy Payable in Relation to the Voluntary Jurisdiction ~~2022/23~~  
2R 2023/24**

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**5 Annex Case Fees Payable for ~~2022/23~~ 2023/24  
3R**

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### Part 3 - Charging groups

The *charging groups*, and their constituent *group respondents*, are listed below. They are based on the position at 31 December immediately preceding the *financial year*. For the purposes of calculating, charging, paying and collecting the special case fee, they are not affected by any subsequent change of ownership.

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| 1 | <p>Barclays Group, comprising the following <i>firms</i>:</p> <ul style="list-style-type: none"> <li>Barclays Asset Management Limited</li> <li>Barclays Bank Plc</li> <li>Barclays Bank UK Plc</li> <li>Barclays Capital Securities Limited</li> <li>Barclays Insurance Services Company Limited</li> <li>Barclays Investment Solutions Limited</li> <li><del>Barclays Mercantile Business Finance Limited</del></li> <li>Barclays Private Clients International Limited</li> <li>Barclays Security Trustee Limited</li> <li>Barclays Sharedealing</li> <li>Barclays Stockbrokers Limited</li> <li>Clydesdale Financial Services Limited</li> <li>Firstplus Financial Group Plc</li> <li>Gerrard Financial Planning Ltd</li> <li>Oak Pension Asset Management Limited</li> <li>Standard Life Bank Plc</li> <li>Woolwich Plan Managers Limited</li> </ul> |
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| 2 | <p>HSBC Group, comprising the following <i>firms</i>:</p> <ul style="list-style-type: none"><li>B &amp; Q Financial Services Limited</li><li>HFC Bank Limited</li><li>HSBC Alternative Investments Limited</li><li>HSBC Bank Malta plc</li><li>HSBC Bank plc</li><li>HSBC Bank USA NA, London Branch</li><li>HSBC Continental Europe</li><li>HSBC Equipment Finance (UK) Limited</li><li>HSBC Finance Limited</li><li>HSBC Global Asset Management (France)</li><li>HSBC Global Asset Management (UK) Limited</li><li>HSBC International Financial Advisers (UK) Limited</li><li>HSBC Investment Funds</li><li>HSBC Life (UK) Limited</li><li>HSBC Private Bank (Luxembourg) S.A.</li><li>HSBC Private Bank (UK) Limited</li><li>HSBC Securities (USA) Inc</li><li>HSBC Trinkaus &amp; Burkhardt AG</li><li>HSBC Trust Company (UK) Ltd</li><li>HSBC UK Bank plc</li><li>John Lewis Financial Services Limited</li><li>Marks &amp; Spencer Financial Services plc</li><li>Marks &amp; Spencer Savings and Investments Ltd</li><li>Marks &amp; Spencer Unit Trust Management Limited</li><li>The Hongkong and Shanghai Banking Corporation Limited</li></ul> |
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| 3 | <p>Lloyds Banking Group, comprising the following <i>firms</i>:</p> <p>AMC Bank Ltd</p> <p>Bank of Scotland (Ireland) Limited</p> <p>Bank of Scotland Plc</p> <p>Black Horse Limited</p> <p>BOS Personal Lending Limited</p> <p>Cheltenham &amp; Gloucester plc</p> <p>Clerical Medical Financial Services Limited</p> <p>Clerical Medical Investment Fund Managers Ltd</p> <p>Clerical Medical Managed Funds Limited</p> <p>Halifax Financial Brokers Limited</p> <p>Halifax General Insurance Services Limited</p> <p>Halifax Investment Services Ltd</p> <p>Halifax Life Limited</p> <p>Halifax Share Dealing Limited</p> <p>HBOS Investment Fund Managers Limited</p> <p>Housing Growth Partnership Manager Limited</p> <p>HVF Limited</p> <p>Hyundai Car Finance Limited</p> <p>International Motors Finance Limited</p> <p>IWeb (UK) Limited</p> <p>LDC (Managers) Limited</p> <p>Legacy Renewal Company Limited</p> <p>Lex Autolease Ltd</p> <p>Lex Autolease Carselect Limited</p> <p>Lex Vehicle Leasing Ltd</p> <p>Lloyds Bank Corporate Markets Plc</p> <p>Lloyds Bank General Insurance Limited</p> <p>Lloyds Bank Insurance Services Limited</p> <p>Lloyds Bank Plc</p> <p>Lloyds Bank Private Banking Limited</p> <p>Lloyds Development Capital (Holdings) Limited</p> <p>Lloyds TSB Financial Advisers Limited</p> <p>Loans.co.uk Limited</p> |
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| MBNA Limited                                    |
| NFU Mutual Finance Limited                      |
| Pensions Management (SWF) Limited               |
| Scottish Widows Administration Services Limited |
| Scottish Widows Annuities Limited               |
| Scottish Widows Bank Plc                        |
| Scottish Widows Fund Management Limited         |
| Scottish Widows Limited                         |
| Scottish Widows Unit Funds Limited              |
| Scottish Widows Unit Trust Managers Limited     |
| Shogun Finance Limited                          |
| St Andrew's Insurance plc                       |
| St Andrew's Life Assurance Plc                  |
| Suzuki Financial Services Limited               |
| SW Funding plc                                  |
| The Mortgage Business Plc                       |
| United Dominions Trust Limited                  |



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| 4 | <p>RBS/NatWest Group, comprising the following <i>firms</i>:</p> <p>Coutts &amp; Company</p> <p>Coutts Finance Company</p> <p>FreeAgent Central Limited</p> <p>JCB Finance Ltd</p> <p>Lombard Finance Ltd</p> <p>Lombard North Central Plc</p> <p>National Westminster Bank Plc</p> <p>National Westminster Home Loans Limited</p> <p>NatWest Markets N.V.</p> <p>NatWest Markets Plc</p> <p>NatWest Trustee and Depositary Services Limited</p> <p>RBOS (UK) Limited</p> <p>RBS Asset Management (ACD) Ltd</p> <p>RBS Asset Management Ltd</p> <p>RBS Collective Investment Funds Limited</p> <p>RBS Equities (UK) Limited</p> <p>RBS Investment Executive Limited</p> <p>The Royal Bank of Scotland Group Independent Financial Services Limited</p> <p>The Royal Bank of Scotland International Limited</p> <p>The Royal Bank of Scotland Plc</p> <p>Ulster Bank Ltd</p> |
| 5 | <p>Aviva Group, comprising the following <i>firms</i>:</p> <p>Aviva Administration Limited</p> <p>Aviva Annuity UK Limited</p> <p><u>Aviva Credit Services UK Limited</u></p> <p>Aviva Equity Release UK Limited</p> <p>Aviva Health UK Limited</p> <p>Aviva Insurance Limited</p> <p>Aviva Insurance Services UK Limited</p> <p>Aviva Insurance UK Limited</p> <p>Aviva International Insurance Limited</p> <p>Aviva Investment Solutions UK Limited</p> <p>Aviva Investors Global Services Limited</p>  |

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|   | <p>Aviva Investors Pensions Limited</p> <p>Aviva Investors UK Funds Limited</p> <p>Aviva Investors UK Fund Services Limited</p> <p>Aviva Life &amp; Pensions UK Limited</p> <p>Aviva Life Services UK Limited</p> <p>Aviva Pension Trustees UK Limited</p> <p><u>Aviva UK Digital Limited</u></p> <p>Aviva Wrap UK Limited</p> <p><u>Bankhall Support Services Limited</u></p> <p>CGU Bonus Limited</p> <p>CGU Underwriting Limited</p> <p>Commercial Union Life Assurance Company Limited</p> <p>Friends Annuities Limited</p> <p>Friends Life and Pensions Limited</p> <p>Friends Life FPLMA Limited</p> <p><u>Friends Life Funds Limited</u></p> <p>Friends Life Investment Solutions Limited</p> <p>Friends Life Limited</p> <p>Friends Life Marketing Limited</p> <p>Friends Life Services Limited</p> <p>Friends Provident International Limited</p> <p>Gresham Insurance Company Limited</p> <p>Hamilton Life Assurance Company Limited</p> <p>Hamilton Insurance Company Limited</p> <p>Norwich Union Life (RBS) Limited</p> <p>Scottish Boiler and General Insurance Company Ltd</p> <p>Sesame Limited</p> <p>The Ocean Marine Insurance Company Limited</p> |
| 6 | <p>Direct Line Group, comprising the following <i>firms</i>:</p> <p>Churchill Insurance Company Limited</p> <p>UK Insurance Business Solutions Limited</p> <p>UK Insurance Limited</p>  |
| 7 | <p>Nationwide Building Society Group comprising the following <i>firms</i>:</p> <p>Cheshire Building Society</p>  |

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|   | <p>Derbyshire Building Society</p> <p>Derbyshire Home Loans Ltd</p> <p>E-Mex Home Funding Limited</p> <p>Nationwide Building Society</p> <p>Nationwide Independent Financial Services Limited</p> <p>Portman Building Society</p> <p>The Mortgage Works (UK) Plc</p> <p>UCB Home Loans Corporation Ltd</p>                               |
| 8 | <p>Santander Group, comprising the following <i>firms</i>:</p> <p>Abbey Stockbrokers Limited</p> <p>Cater Allen Limited</p> <p>Hyundai Capital UK Limited</p> <p>Santander Cards UK Limited</p> <p>Santander Consumer (UK) Plc</p> <p>Santander Financial Services Plc</p> <p>Santander ISA Managers Limited</p> <p>Santander UK Plc</p> |

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| <b>Part 4 – Special case fees</b>                             |  |
| The special case fee shall be calculated and paid as follows: |  |
| 1   | Proportions:   |
|   | <p>(1) In the calculation that follows in (4) immediately below:</p> <p><i>new chargeable cases for group respondents -</i></p> <p><math>E =</math> twice the number of new <i>chargeable cases</i> that were referred to the <i>Financial Ombudsman Service</i> in respect of <i>group respondents</i> from 1 July to 31 December (both dates inclusive) in the immediately preceding <i>financial year</i>.</p> <p><i>new chargeable cases for all firms -</i></p> |

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|   | <p>F = twice the number of <i>chargeable cases</i> referred to the <i>Financial Ombudsman Service</i> in respect of all <i>firms</i> (whether or not they are part of a <i>charging group</i>) from 1 July to 31 December (both dates inclusive) in the immediately preceding <i>financial year</i>.</p> <p>open <i>chargeable cases</i> for <i>group respondents</i> -</p> <p>G = the number of <i>chargeable cases</i> that were referred to the <i>Financial Ombudsman Service</i> in respect of <i>group respondents</i> before 1 January in the immediately preceding <i>financial year</i> which had not been closed before 1 January in the immediately preceding <i>financial year</i>.</p> <p>open <i>chargeable cases</i> for all <i>firms</i> -</p> <p>H = the number of <i>chargeable cases</i> referred to the <i>Financial Ombudsman Service</i> in respect of all <i>firms</i> (whether or not they are part of a <i>charging group</i>) before 1 January in the immediately preceding <i>financial year</i> which had not been closed before 1 January in the immediately preceding <i>financial year</i>.</p> |
|   | (2) [deleted]  |
|   | (3) [deleted]  |
|   | <p>(4) ‘Proportion Z’ for each <i>charging group</i> is a percentage calculated as follows -</p> $\{E + G\} / \{F + H\} \times 100$  |
| 2 | The special case fee is intended to broadly reflect the budgeted workload capacity of the <i>Financial Ombudsman Service</i> and comprises elements in respect of closed <i>chargeable cases</i> with a <u>no</u> free case allowance <del>of 15 closed <i>chargeable cases</i>.</del>   |
| 3 | The special case fee for each <i>charging group</i> is a total amount calculated as follows:   |
|   | $\{\pounds 750 \times 220,500 \underline{204,000} \times \text{the ‘Proportion Z’}\} - \{\pounds 750 \times 15\}$  |
| 4 | <p>The <i>FOS Ltd</i> will invoice each <i>charging group</i> for the special case fee (calculated as above) in four equal instalments, payable in advance on the following dates during the <i>financial year</i>:</p> <ol style="list-style-type: none"> <li>(1) 1 April (or, if later, when <i>FOS Ltd</i> has sent the invoice);</li> <li>(2) 1 July;</li> <li>(3) 1 October; and</li> <li>(4) 1 January.</li> </ol>   |
| 5 | Year-end adjustment:   |

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|  | (1) [deleted]  |
|  | <p>(2) If the actual number of <i>chargeable cases</i> closed by the <i>Financial Ombudsman Service</i> in respect of <i>group respondents</i> during the <i>financial year</i> is more than <del>115%</del> <u>105%</u> of {<del>220,500</del> <u>204,000</u> x the 'Proportion Z' }:</p> <p>(a) the <i>FOS Ltd</i> will invoice the <i>relevant charging group</i>; and</p> <p>(b) the <i>relevant charging group</i> will pay to <i>FOS Ltd</i>; an additional £75,000 for each block of 100 (or part thereof) closed <i>chargeable cases</i> over the <del>115%</del> <u>105%</u>.</p> |
|  | <p>(3) If the actual number of <i>chargeable cases</i> closed by the <i>Financial Ombudsman Service</i> in respect of <i>group respondents</i> during the <i>financial year</i> is less than <del>85%</del> <u>95%</u> of {<del>220,500</del> <u>204,000</u> x the 'Proportion Z' }, the <i>FOS Ltd</i> will promptly repay to the <i>relevant charging group</i> £75,000 for each block of 100 (or part thereof) closed <i>chargeable cases</i> under the <del>85%</del> <u>95%</u>.</p>  |