

The complaint

Mrs H complains about delays and difficulties registering a Power of Attorney (POA) arrangement with National Savings and Investments (NS&I).

What happened

In May 2020 a POA document that appointed Miss H as an attorney for Mrs H was sent to NS&I. Miss H, who brings the complaint on behalf of Mrs H, has told us she has sent the POA document to NS&I on several occasions but it's refused to accept it and register her as an attorney. Mrs H also wanted NS&I to pay any prizes via bank transfer after cheques it sent weren't honoured when sent for payment.

Miss H has explained that NS&I advised the first copy she sent wasn't acceptable because it was a photocopy. Miss H sent another copy but NS&I said the certification hadn't been completed correctly. A bank certified a copy was sent in March 2021 but NS&I said it wasn't acceptable. NS&I asked for the original POA document, or a copy that was certified by a solicitor.

Miss H says a third attempt to record her as POA was made in April 2021 but rejected by NS&I.

NS&I issued its final response on 11 May 2021 and offered Mrs H £30 as a gesture of goodwill. But NS&I didn't add the POA to Mrs H's account. Around a week later, NS&I received an online registration form from Mrs H, but it didn't act on it.

Miss H referred Mrs H's complaint to this service and it was passed to an investigator. During the investigation, NS&I confirmed it had processed Mrs H's online registration form and apologised for the delay – offering a further £40. NS&I confirmed it still hadn't received a usable POA document and that an account block meant prizes weren't paid for a period.

The investigator upheld Mrs H's complaint and asked NS&I to pay 8% interest on unpaid prizes and pay her £200 for the distress and inconvenience caused by the way it had administered her account. NS&I asked to appeal and said the compensation award was too high and unfair. As NS&I didn't agree, Mrs H's complaint has been passed to me to make a decision.

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.

I've been reasonably brief in setting out the background above because all parties broadly agree about what happened. Miss H has explained she sent three POA documents to NS&I to register her ability to act on Mrs H's behalf. Miss H also says NS&I has provided incorrect information and failed to return copies of the POA that it couldn't use. Miss H has also explained that she has spent many hours trying to resolve this issue for Mrs H and has found the experience very distressing.

The key issue raised relates to how the POA documents have been processed. NS&I says it doesn't automatically return uncertified documents which meant at least one of the copies Miss H sent it was destroyed instead of sent back. Each time NS&I received a copy of the POA document it wrote to confirm why it wasn't acceptable. The first copy wasn't certified. The second copy wasn't correctly certified and the third copy was certified by a member of bank staff rather than a solicitor.

The above being said, I've listened to various phone calls between NS&I and Mrs H and Miss H. I think NS&I could've been clearer when discussing the certification requirements and note that a call handler advised Miss H that the POA could be certified by a bank. But that was wrong and led to someone other than a solicitor completing the certification process for Mrs H's POA.

I've looked at the guidance NS&I provides generally about certification of documents. Whilst I understand NS&I has provided some incorrect information, I'm satisfied it has explained how the certification process should be followed. Mrs H has the option of sending in the original document. Or she can get a solicitor to copy the POA and certify it. That process involves the solicitor using specific wording that confirms they've seen the original and certify the copy provided is accurate. NS&I has confirmed the approach and wording required, I leave it to Mrs H to decide whether to provide the original or arrange for a certified copy to be made.

As the investigator pointed out, NS&I received an online registration form from Mrs H in December 2020 but didn't process it until around six months later. The investigator said the delay meant Mrs H wasn't able to receive payments by bank transfer and asked NS&I to pay 8% interest on unclaimed prizes. I agree that's a fair approach.

I've considered how to fairly resolve Mrs H's complaint. I don't doubt that Miss H has experienced some inconvenience here, but our rules only allow me to award compensation to the customer, which is Mrs H in this case. I agree that NS&I could've been clearer when providing information over the phone about its certification process. And I think it should've processed Mrs H's online registration form sooner. I'm satisfied these issues have caused Mrs H a reasonable level of distress and inconvenience. As a result, I'm going to tell NS&I to pay Mrs H £200 to reflect the impact on her by the way it handled her account.

My final decision

My decision is that I uphold this complaint and direct National Savings and Investments to settle as follows:

- Pay Mrs H £200 for the distress and inconvenience caused
- Pay 8% interest on any unpaid prizes from 21 December 2020 to the date claimed

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 15 February 2022.

Marco Manente
Ombudsman