

## **The complaint**

Mrs S complains that Barclays Bank UK Plc treated her unfairly when she applied for loans to support her business.

## **What happened**

Mrs S approached Barclays for a consolidation loan of around £86,000. Mrs S says she explained to the bank that she wanted to consolidate three existing loans - two with a lender I'll call E, one for £13,500 and one for £6,500 and one with a lender I'll call T for £46,000 - and borrow around £20,000 extra to allow her to develop her business.

It took Barclays an extended period of time to process the consolidation loan. Mrs S chased Barclays for the loan as she needed the funds urgently.

In May 2020, and with the consolidation loan application still in progress, Barclays told Mrs S about the Bounce Back Loan (BBL) Scheme and suggested she apply for a BBL as she was likely to get some money quickly. So Mrs S applied for an £8,000 BBL and her application was accepted and drawn down shortly after.

After the BBL had been drawn down, Barclays contacted Mrs S and explained it needed to reassess her application for the consolidation loan. The bank said that it didn't think the loan would be affordable for Mrs S given the additional commitments she now had under the BBL agreement. So it said that to proceed with the loan, Mrs S would need to repay the BBL as part of the loan agreement. Mrs S did so, and the consolidation loan proceeded.

A loan of £88,500 was drawn down in June 2020 – with £1,485 for fees to the bank, £8,000 to repay the BBL, £48,600 to repay the loan with T, £13,500 to repay one loan with E, £3,500 for solicitor's fees and the balance of around £13,500 paid to Mrs S from which her overdraft with the bank would also be deducted.

Mrs S subsequently identified that one of her loans hadn't been repaid and she'd received less money than expected to finance her business. Around the same time, Mrs S also applied for another BBL with Barclays, but the application was declined. Frustrated with the bank's response and with an urgent need for money for the business, Mrs S contacted her local MP who made a complaint to the bank on Mrs S's behalf.

The MP said Mrs S had asked for the loan to consolidate all her borrowing but one of her loans hadn't been repaid and that she hadn't been told when talking out the BBL that she would need to repay it as a condition of obtaining the consolidation loan. All this had left Mrs S in a worse financial position and impacted her health. So the MP asked that Barclays review the loan and BBL applications.

Barclays didn't uphold the complaint. The bank said Mrs S had asked it for a consolidation loan in early 2020 and whilst she was waiting for this loan to be approved, Mrs S had taken out a BBL. The bank said it had discussed and agreed its requirement for the BBL to be repaid before going ahead with the loan application. The bank also said the rules of the BBL scheme didn't allow borrowers to take out another loan if they'd already had one. So

Barclays said it was unable to give Mrs S a new BBL, and it had been in contact with Mrs S to explain this.

Mrs S didn't accept Barclay's response and asked this service to look into her complaint. She says that she took out the BBL on the assurance from the bank that it wouldn't affect her consolidation loan application and that the bank didn't tell her she could only obtain one BBL. She then had no choice but to repay it in order to obtain the consolidation loan, but this had ultimately left her without access to the BBL Scheme and delays on the bank's part had contributed to these problems.

Mrs S also says that the bank's failure to pay off her third loan has left her in financial difficulty as she couldn't afford the repayments on this loan in addition to the consolidation loan. This had all left her at risk of losing her home and business. Mrs S says she's had to borrow money from family using their credit cards to cover the shortfall between the amount she was expecting to receive from the consolidation loan to cover her repayments - and this had impacted both her own and her family's health.

Our investigator thought the complaint should be upheld in part. She thought it was reasonable for Barclays to ask Mrs S to repay the BBL as part of the loan application, and although the bank didn't explain to Mrs S that she could only have one BBL, it was likely that Mrs S would have always taken out the BBL at that time because she needed the money urgently.

The investigator was also satisfied that the loan agreement for £88,500 was correct as Mrs S had signed it. She said that if the amount of money Mrs S was expecting to receive after the consolidation was wrong - or that all the existing loans hadn't been repaid as expected - that Mrs S should have raised this at the time. However, whilst she recognised there had been some reasonable delays by Barclays in processing Mrs S's loan, she didn't think nearly eight months was fair and this had caused Mrs S distress. So she recommended the bank pay Mrs S £400 for the distress and inconvenience caused.

Barclays agreed with the investigator's opinion, but Mrs S didn't so the complaint was passed to me to decide.

I issued a provisional decision on 28 June 2022. I said the following:

#### *BBL application*

Mrs S says Barclays didn't make her aware she'd have to repay the BBL as part of her consolidation loan application. I'm not persuaded that's the case because I've seen copies of the loan agreement that Mrs S signed, and it says the purpose of the application is to consolidate Mrs S's external finance with lenders E and T, and also to repay two Barclays accounts. It then lists Mrs S's BBL account number and current account number for the repayment of the overdraft. So even if Mrs S hadn't been made aware prior to receiving the loan agreement, I think she ought reasonably to be aware when she received and signed the agreement that the BBL repayment was part of the consolidation loan terms.

Mrs S also says that she wasn't aware that she could only apply for one BBL and that she'd have to repay as part of the consolidation loan. She says Barclays didn't give her the necessary information before she made her application - but I'm not persuaded that's the case. I say that because the Scheme rules said that borrowers could only have one BBL per business. I've also seen that the declaration on online application form said "I/We confirm that this is my/our only application for a Bounce Back Loan for this business" and bank's website section for BBL's contained a link to

the British Business Bank website which confirmed the terms of the Scheme – including, that borrowers could only receive one BBL. So I think Mrs S ought to have been aware of this before she applied. And therefore that once this BBL was repaid she couldn't then have a subsequent one.

However, based on what I've seen, I think Mrs S would still have gone ahead with the BBL application even if she'd been aware that she needed to repay it to receive the consolidation loan and if she could only apply once. I say this because Mrs S told us she needed money urgently, so I think when Barclays suggested the BBL to Mrs S and she realised her business met the eligibility criteria, it offered Mrs S a quick solution that she could use in the short term - as at the time Mrs S didn't know when she would receive the consolidation loan. I think the BBL quickly gave Mrs S the money she needed to alleviate the financial pressure she was under at that time, which was her priority.

#### *Delays in the consolidation loan application*

Mrs S initially applied for the consolidation loan in November 2019. Barclays has explained that this was initially delayed because Mrs S had changed her name and Barclays needed to put the application through in the correct name. I think this was reasonable. Mrs S says she made them aware she was getting married so it shouldn't have delayed the application. But I don't think this impacted Mrs S as the alternative was that she would have needed to delay submitting her application until her documents came through in her new name.

Barclays has also said that the application was delayed by the impact of Covid-19 and that it was dealing with a high volume of applications and operating with reduced staffing. Whilst I recognise that the bank was facing operating challenges, I think it could have done more here to progress Mrs S's application. Mrs S has said that it wasn't until January that the bank completed its valuation, and she was having to chase for updates as there didn't seem to be any progress. The bank has said that the application was re-keyed multiple times and I'm not persuaded that all of these were reasonable. Even if there were changes that needed to be made, the valuation had been received in February and apart from Mrs S's name, I haven't seen anything else on the application that was different at that time.

Barclays still didn't process Mrs S's application or provide her with an expected timescale for when she'd receive the loan – despite Mrs S making the bank aware that she desperately needed the money, and the delay was causing her financial difficulty. Instead the bank suggested Mrs S apply for a BBL as a short-term fix.

Mrs S says that she shouldn't have had to apply for a BBL before receiving the consolidation loan, and I don't disagree that that bank's actions caused her to reassess her plans. I also acknowledge Mrs S said she could have got assistance from her family - rather than take out the BBL if she'd known she would have to repay it as part of the loan agreement. But she's also told this service she received assistance and was concerned about this impact this had on her family. In addition to this, Mrs S knew that if she was eligible for the loan, she should receive the funds quickly as the BBL wasn't subject to any affordability or credit checks - and I've seen the bank was able to provide this within 24 hours of the application.

Whilst I understand why Mrs S's feels she received £8,000 less than she was expecting to when she applied for the loan in November 2019 – and that she'd lost the opportunity to apply for a BBL after receiving the consolidation loan - Mrs S chose to take out the BBL at that time. And I think it's likely she would always have

taken this option, because Mrs S didn't know how quickly the bank would provide the funds from the original loan application, and she needed the money urgently to pay her bills. Therefore I can't reasonably hold Barclays responsible for the decision Mrs S made on which was the best way to pay her bills at the time.

#### *Incorrect loan amount and repayment of outstanding finance*

Firstly I'll address the overall loan amount which Mrs S has told us was incorrect. Mrs S says she received £2,500 less to spend on her business than she expected, after receiving the balance of the consolidation loan. But I've seen that this was based on Mrs S's calculations using a loan of £85,994 plus expenses which is what she requested in November 2019 – prior to the bank's amended terms which said the BBL, and overdraft needed to be repaid for her to receive the consolidation loan.

The loan agreement signed by Mrs S clearly says that the loan amount was £88,500. I've also seen that Barclays explained to Mrs S the reason it was only able to lend her this amount, which she accepted. And I think it then provided her with the remainder of this amount after settling the two loans with E and T, paying the bank's fees, and repaying the BBL and her overdraft.

However, I'm not satisfied that Barclays used the consolidation loan correctly. Mrs S has told us from the outset that she had three loans that should have been cleared by the consolidation loan to reduce her outgoings – and this was part of the discussion with Barclays in November 2019. The larger two loans with T and E were repaid, but the smaller loan for £6,500 with E wasn't. The bank doesn't agree and has said that the smaller loan was never due to be repaid as part of the loan – but I think it was.

I don't think it was likely that that when Barclays reassessed Mrs S's application and raised concerns about her affordability, that it would have required her to repay the BBL but not the £6,500 loan – given that the BBL was on preferential terms, which included a much lower interest rate. I think it's more likely that the bank expected all of Mrs S's borrowing to be repaid with the consolidation loan and for her to have one single repayment as seems to have been the original purpose (and indeed is the nature of a consolidation loan).

It would seem illogical to have required Mrs S to repay the BBL on which Mrs S didn't need to make repayments for twelve months, had a six-year term which could be extended to ten years and was on an interest rate of 2.5% – rather than the £6,500 which was on a rate of 6.2%, over a five year term and had a higher monthly repayment than the BBL – that Mrs S had wanted to clear initially. I think this would have been a difficult decision to justify when the bank completed its risk review at the time – based on what Mrs S had been looking to achieve from her consolidation – and its justification about the loan affordability for Mrs S.

Barclays has also provided evidence from Mrs S's relationship manager who noted that "The clients bigger picture requirements at the time was to get the Ag mortgage drawn that was providing her with sufficient additional funds after repayment of her 3rd party debts." So I think it was reasonable to believe that Mrs S believed all of her debts would be repaid from the consolidation loan, and that the only thing which had changed between her application in November 2019 and the new one in June 2020 was that her new BBL and overdraft also needed to be repaid by the consolidation loan.

When Mrs S applied for the consolidation loan, she signed two payment authority forms – one for E and one for T – and I believe this is where the error took place. Barclays was responsible for repaying Mrs S's outstanding finance to these lenders – but because there was only one payment authority completed for E, the second loan with the lender wasn't repaid by the bank. Mrs S has told us she didn't get a redemption statement from either E or T, so she wasn't aware it hadn't been repaid until several months later. She then contacted Barclays to ask why the smaller loan hadn't been repaid - and explain she was unable to meet the repayments of both loans.

Mrs S has told us that due to her health issues and the concerns for her husband's health, she doesn't remember a lot from this time. I acknowledge the bank's comments that Mrs S could have repaid the £6,500 loan with E when she received the balance of the consolidation loan. However, based on the correspondence between both parties and what Mrs S has told us, I don't think she recalculated how much she would be left with after the consolidation of all her debts and therefore didn't realise she'd been given £6,500 too much.

Based on what I've seen, I think Mrs S approached Barclays at a very difficult time for her both with health and financial concerns and expected it to provide a level of service that she didn't receive. Over the time since Mrs S initially applied to the bank, her finances and health deteriorated to a point she was unable to cope. I can see that she made Barclays aware of what was happening, but I don't think it made any allowances.

I think it was reasonable for Mrs S to rely on the information and forms she was given by the bank to proceed with the consolidation loan – as it was aware of the wider circumstances she was experiencing and need for the finance. So based on what I've seen I don't think Barclays treated Mrs S fairly as it was aware, she may need additional support which I'm not persuaded it provided. I also don't think it processed her loan agreement correctly and I think this left Mrs S in a financially difficult position.

Mrs S has explained that because she didn't realise she had an extra £6,500 - as the residual funds were less than expected - she'd already spent this when she realised the £6,500 loan with E hadn't been repaid. She has also explained that as she couldn't meet the repayments, the loan has been passed to a recovery agent.

Barclays told us the maximum loan it could offer Mrs S was £88,500 due to the loan affordability. However, under the circumstances, I think it should add the £6,500 loan – plus any additional interest and charges that have accrued - to the current consolidation loan balance. As Mrs S wouldn't still have this outstanding loan if the bank hadn't made an error when repaying the third-party debts.

#### *Distress and inconvenience*

Mrs S has told us she's been caused distress and inconvenience by Barclays actions – including the impact on her credit file. She's also given detailed information about the impact on both her own and her husband's health - I'm sorry to hear about the health issues Mr S has experienced. However I'm unable to consider the impact on Mr S as he isn't party to the complaint.

I acknowledge this has been a difficult time for Mrs S, and I've seen that Barclays was aware of the distress its actions were causing. I think the bank's delays and subsequent actions had a significant impact on the options Mrs S had available to

her. Mrs S has told us this negatively impacted her business as she didn't have the money she needed for animal feed and housing, and the cost of building materials increased dramatically during the time she was waiting for the loan, and this meant she wasn't able to meet the standards required for her industry and was unable to sell her products meaning she had minimum income.

Mrs S also explained that she had to borrow money from family as she couldn't afford her bills - which has now impacted them financially – and she has become increasingly distressed throughout the process and her health has deteriorated. I've also seen that Mrs S didn't feel that she was getting a reasonable response from the bank, so she felt she had to involve her local MP to progress her complaint on her behalf. So based on all the evidence I've seen, I think Barclays should pay Mrs S £750 for the distress and inconvenience caused.

Mrs S has also told us that she's been caused financial difficulty by the bank's actions and that she's been trying to work with the bank to resolve this. Although any discussions about repayments would need to be agreed with the bank directly, we would expect Barclays to treat Mrs S positively and sympathetically as she's made it aware of her financial difficulties.

I invited Mrs S and Barclays to give me any more evidence and information they wanted me to consider before issuing my final decision. Mrs S didn't agree. In summary she said:

- The debt with Barclays would increase and not help with the mess the bank had caused – and it still wouldn't give her any additional support to overcome this.
- Some of the effects on the business due to the bank's lack of care and negligence hadn't been considered including building work being impeded and having to stop trading once the BBL was withdrawn.
- She had been expecting around £30,000 in excess funds from the consolidation loan as initially agreed with her bank relationship manager and that she'd received different loan agreements which had been confusing. She also said that being without these excess funds had caused her business cashflow problems, which in turn had affected its ability to trade, damaged its reputation and prevented it repaying the debt held on her credit card.
- She had been given no option but to accept the bank's terms and was told by the bank that applying for the BBL would have no impact on her original loan application. She also said she wasn't made aware that she then couldn't apply for a BBL top-up after it was repaid from the consolidation loan. She wouldn't have applied for a BBL if she'd been given the right advice.
- Both her health and that of her husband had been severely affected by the bank's actions and the compensation of £750 wasn't enough for the distress and inconvenience caused.

Barclays also didn't agree. It said in summary that:

- Mrs S took out the BBL as a bridging loan before receiving the consolidation loan to carry out some building work. Evidence of the work having been completed could be seen from Mrs S's bank statements, so it didn't agree she had been left in a worse position from repaying the BBL as part of the consolidation loan as she'd told the bank this is what she needed the extra funds from the loan for.

- The bank had given Mrs S a loan of £85,994 plus expenses which is what had been agreed and was the maximum allowable as the property valuation had been less than expected.
- It didn't agree it had made a mistake with the payment authority as both Mrs S's secured loans had been repaid and it wasn't aware of the unsecured £6,500 loan. Mrs S didn't question why only two payment authorities had been signed, or why one of her direct debits to E didn't stop after April 2020. So, it doesn't believe there was an expectation that Barclays would repay the £6,500 on Mrs S's behalf. And Mrs S could've used the excess funds to repay the unsecured loan if that was her intention, and it wasn't up to the bank to check how she used that money.
- It would be irresponsible for the bank to increase Mrs S's outstanding debt by adding on the £6,500 loan, as she was already unable to make her contractual repayments. It had already frozen the interest on the consolidation loan and agreed to accept much-reduced monthly repayments to support Mrs S and agreed similar terms for her overdraft for a period of a year.

### **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've reached the same conclusion as I did in my provisional decision. I'll explain why.

Mrs S says that adding the £6,500 loan to the consolidation loan wouldn't help her as it would only add to her debt. Barclays has said that it doesn't think it's reasonable to add the loan to the outstanding balance either. The bank has said it doesn't think it was responsible for clearing the £6,500 loan when providing the consolidation loan because it was an unsecured loan - whereas the other two loans it repaid directly were secured and needed to be cleared for the bank to be able to provide the consolidation loan. Barclays also says that it wasn't aware of this loan when Mrs S applied for the consolidation loan.

I understand Barclays' explanation for why it didn't clear the unsecured loan and I think this was reasonable. But I don't agree that the bank wasn't aware of the loan or that its duty of care towards Mrs S ended once it had decided on the amount it was prepared to offer her for a consolidation loan. I say this because when Mrs S applied for the consolidation loan, she did so with the purpose of putting all her borrowing into one loan, with one monthly repayment. And when she did so, it's likely that the bank would have credit scored Mrs S to assess her ability to repay the loan. So Barclays would have been aware of *all* the finance that she had outstanding - which included the £6,500 loan.

Barclays says that Mrs S should have repaid the £6,500 loan from the excess funds and it doesn't agree it was unreasonable for it to request repayment of the BBL rather than the £6,500 loan. The bank also says it would be irresponsible for it to add the £6,500 loan to Mrs S's consolidation loan as she is already in financial difficulty. However, whilst I agree it doesn't seem unreasonable for Barclays to request repayment of the BBL - and it is within its rights to do so as a condition of the lending - this still doesn't explain why the bank made the decision that it was more important for the BBL to be repaid rather than the £6,500 unsecured loan. Especially considering the BBL was on preferential terms and that Mrs S's goal was to consolidate her borrowing to a lower monthly repayment.

If Barclays wanted to reduce Mrs S's outgoings and consolidate her borrowing, I think it should either have required *all* her outstanding loan finance to be repaid or left the BBL in situ as it was on better terms and within its 12-month interest free period and requested repayment of the £6,500 instead. As it didn't do this, and either due to a miscommunication or misunderstanding, Mrs S is now in a worse position with her monthly outgoings than she was prior to applying for the consolidation loan, in that she has the higher repayment from this new loan in addition to the payments for the £6,500 loan. So I don't think it would be irresponsible to consolidate the lending into one repayment as this is what Mrs S should have had originally and means she would only have been making reduced repayments to one lender, rather than the two she has been left with currently.

The bank has also said that any unsecured debt would be Mrs S's responsibility to clear and why she didn't raise any concerns sooner about the £6,500 loan being cleared. Whilst I don't disagree that it was Mrs S's responsibility to repay the unsecured debt, my thoughts remain unchanged that I think Barclays should have requested that all Mrs S's debts were repaid as part of the consolidation loan as that was the reason it was required. And therefore the bank should have made it clear within this offer that they expected the other debts to be repaid – in effect by Mrs S herself. In any event, I still think Mrs S was relying on support from the bank to help her, due to her health concerns and that there was confusion from Mrs S about the excess funds she was expecting to receive.

From what I've seen, I think that Mrs S spent the excess funds on the immediate payments that she needed to, such as payments to roofing companies and builder's merchants. And Mrs S had already made it clear to the bank that its delay's in providing the consolidation loan meant that her bills were increasing, and work needed to be done urgently to keep her business trading. So I think it was only after she'd spent the excess funds that she realised the £6,500 loan hadn't been repaid. Had the bank done so, Mrs S would now only have the single monthly loan repayment and wouldn't have had the stress of having to fund a loan she wasn't prepared for and couldn't afford.

I acknowledge that Mrs S doesn't think that if Barclays added the £6,500 loan to the consolidation she would be in a better position. But Mrs S has told us that she is unable to make the repayments on the £6,500 as she expected this loan to be cleared. Although she isn't currently making repayments on the loan due to an agreement with the lender, she's told us this is only pending the decision of this service, and the missed repayments will ultimately have a negative effect on her credit file from the point she stopped making repayments, and the lender will still require the balance to be paid. By adding the £6,500 loan to the consolidation loan, Mrs S will have one loan, with one lender and therefore one single monthly repayment – the position that I think she would've been in, had things gone as they should have.

Mrs S has also made it clear that she thinks the bank should refund her the BBL as she says she was given no option but to accept the bank's terms to repay the BBL as part of the consolidation loan. She says that she wouldn't have taken the BBL out at that time if she'd been given the correct information. However, as I explained in my provisional decision, I think Mrs S would have taken out the BBL, regardless of being aware that she'd have to repay it as part of the consolidation loan. And I still think this is the case because Mrs S didn't know when the consolidation loan would be finalised, and she needed funds quickly to build housing for her livestock due to an inspector visit. The BBL provided this quick fix – without it, her business would have been severely impacted.

Mrs S told us that she was expecting around £30,000 excess after the consolidation loan was drawn down which she didn't get, and that this, combined with the withdrawal of the BBL, left her with a cashflow shortfall. But I don't agree that Mrs S could have expected this amount of excess funds. I don't dispute that Mrs S had discussions with her relationship



manager or that she provided an email breakdown of what she'd asked for initially. However, as I explained in my provisional decision, based on the property valuation and assessment, Barclays was only able to provide Mrs S with a loan of £88,500. This was the amount shown on the agreement that Mrs S signed, and I'm satisfied that Mrs S knew the total loan amount she was receiving, which wouldn't have given her this level of excess funds.

Mrs S also says that Barclays prevented her undertaking the building work her business needed by delaying her consolidation loan and making her repay the BBL as part of the consolidation. Barclays says it doesn't feel that Mrs S was disadvantaged by these actions as she was able to use the BBL to pay for the buildings she needed. I've seen copies of Mrs S's bank statements which show that there were transactions for building work, but this was still significantly later than Mrs S's original loan application, so I think Barclays did cause her inconvenience.

However, the point remains that Barclays wasn't able to lend Mrs S the original amount that she requested due to the valuation of her property and loan affordability. Therefore it offered Mrs S the maximum it thought was correct for her circumstances, it has explained its reasons for doing so and was ultimately a commercial decision it was entitled to make. The terms on which the bank was willing to lend to Mrs S also included the repayment of the BBL. I acknowledge Mrs S says she felt the bank gave her no option but to accept these terms. However, Mrs S could have decided not to accept the conditions or look elsewhere for a lender which would allow her to retain the BBL, but she chose to accept these terms to receive the consolidation loan.

Mrs S has told us that her health and that of her husband has been severely impacted by Barclay's actions. I don't dispute that this has been a distressing time for Mrs S, but I can't fairly hold the bank responsible for all of the issues that she has experienced. I acknowledge Mrs S wanted help from the bank and that it didn't do this as quickly as it should. However, I can't hold the bank solely responsible for the problems Mrs S experienced during what was a very difficult and stressful time in general due to the pandemic - and the effect it had on both individuals and businesses during this time. I have also seen that Barclays has put measures in place to assist Mrs S as she has told them she is experiencing financial difficulty at this time. So I can't reasonably say that the bank hasn't supported Mrs S.

### **Putting things right**

I think it's clear that Barclays handling of Mrs S's consolidation loan application and its subsequent actions caused her distress. To put things right I think Barclays should do the following:

- Provide Mrs S with a new loan offer letter for the consolidation loan to include the outstanding balance from the £6,500 loan plus any outstanding interest and charges that have accrued.
- Obtain the required authority from Mrs S so that it can settle this debt directly with the other lender so that both parties are satisfied that the balance has been cleared so Mrs S only has one monthly repayment.
- Give Mrs S an appropriate and reasonable timescale which it would normally afford vulnerable customers to consider this new offer as she may wish to seek legal and/or financial advice before signing the new consolidation loan offer letter.
- Pay Mrs S £750 compensation for the distress and inconvenience caused.

**My final decision**

My final decision is that I uphold this decision in part and instruct Barclays Bank UK Plc to settle the complaint in the manner I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 12 January 2023.

Jenny Lomax  
**Ombudsman**