

## **The complaint**

Mr C, who represents the estate of the late Mrs C, says he experienced unreasonable delays when trying to access investment bonds held by the late Mrs C.

## **What happened**

The facts of the complaint are well known to both parties, so I will only provide a summary of the key points.

The late Mrs C held investments with NS&I. In November 2020 Mr C contacted NS&I to explain the change in the late Mrs C's health and the need for him to access her investments to help fund her long-term care.

NS&I sent Mr C details of how to access NS&I accounts online and temporary passwords were also issued. These expired in January 2021, and Mr C had not reset them by this date. Mr C says he had issues gaining online access, so he tried to contact NS&I numerous times over the phone.

In late February 2021 Mr C sent NS&I a copy of his enduring power of attorney (EPOA). In early March 2021 Mr C was informed the EPOA needed to be certified before it could become effective, but as Mr C had confirmed he was in the process of doing this, NS&I agreed to act on the current EPOA as it was.

Mr C completed the necessary paperwork to encash the bonds and these were sent to NS&I in mid-April. However, due to the passing of Mrs C, Mr C also submitted a death claim notification. NS&I explained that as Mrs C had passed away, Mr C would need to obtain a grant of probate in order for the bonds to be encashed.

In August 2021 Mr C informed NS&I that he had received the grant of probate, and after consideration it agreed to release the funds to the nominated account.

Throughout Mr C's contact with NS&I he raised concerns about its requirements and the delays these caused. NS&I reviewed Mr C's concerns and agreed there were some things that could've gone better. It accepted there was some delay in its communication with Mr C when he tried to access the accounts online in April as a block had been placed on it. NS&I apologised for this and offered the estate £50 in recognition of the inconvenience caused. NS&I explained that although the grant was needed, it had decided to release funds without sight of it. So, it agreed as a gesture of goodwill, to cover the £219.50 cost incurred in obtaining the probate. NS&I didn't think it needed to offer any further compensation as it had acted in line with its internal requirements and was ultimately protecting the late Mrs C's interests.

Dissatisfied with NS&I's response to his concerns Mr C referred the complaint to our service. Mr C's complaint was split into two parts - Mr C's EPOA and probate requirement complaint issues were looked at by an Investigator under one complaint. And within this complaint Mr C's concerns around the delays he experienced in accessing the online accounts were also considered. The Investigator found on both complaints that NS&I had acted reasonably in

the circumstances and the steps it had taken to acknowledge any shortcomings were adequate.

Mr C remained unhappy with the review of his complaint points and asked for an ombudsman's final 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.

Firstly, I am sorry to hear of the serious health issues Mr C is experiencing. I understand the issues with NS&I have been a source of worry and frustration, at what has already been a challenging time.

For the sake of completeness and as the issues are all interlinked, I have also looked at the complaint points raised in Mr C's previous complaint with our service within this decision. There's a great deal of correspondence on both complaints and Mr C has provided detailed submissions, all of which I have considered. In my decision I will focus on issues which are - in my opinion - relevant to reaching a fair outcome to Mr C's key concerns. This isn't meant as a discourtesy to Mr C. It simply reflects the informal nature of our service.

I can see from November 2020 onwards Mr C was keen to have access to the late Mrs C's investments account due to her deteriorating health. Mr C contacted NS&I and was issued with online login details. At this stage Mr C was not recorded by NS&I as having the relevant authority to access the late Mrs C's account. NS&I has confirmed that as Mr C had his own individual account with NS&I the online access details he was being provided with would only allow him to view accounts in his name. Mr C would not have been able to view or carry out activity on the late Mrs C's account online. This would only be possible once NS&I was satisfied Mr C had the relevant authority to deal with the late Mrs C's investments.

NS&I's records show that temporary passwords were sent to Mr C to enable him to access his NS&I account online. However, it doesn't appear that Mr C went online to change the passwords within the necessary timeframe and they subsequently expired in January 2021. I can't see that Mr C tried to gain access online again after this point – Mr C says he had experienced issues accessing the account online and contacted NS&I about this.

Mr C has referred to numerous phone calls which he says were made to NS&I in November, December 2020 and January 2021. Mr C says that during these calls he explained the problems he was having accessing the accounts online. Mr C says he also highlighted the late Mrs C's health situation and the need for him to be able to encash her investments to assist in providing the right level of care for her. Mr C says he received poor service when he tried to resolve these issues.

Our service has asked NS&I to provide these calls so the service issues Mr C complains about can be considered. However, NS&I has been unable to locate the calls Mr C refers to – and its provided evidence of its search. I'm satisfied that its taken the necessary steps to try and address Mr C's concerns. And whilst I appreciate Mr C's strength of feeling about these calls, without further evidence I can't say NS&I treated Mr C unfairly.

The crux of Mr C's complaint appears to be NS&I's alleged failure to allow Mr C access to the late Mrs C's online accounts sooner. But given the issues surround the EPOA the online access would only have been of limited use – it was only once Mr C had the necessary authority that he would've been able to encash the investments held by the late Mrs C. So I don't think that any possible delays have affected Mr C's ability to access the accounts.

I have also considered whether NS&I's requirements around the EPOA were reasonable and if Mr C experienced undue delays. Although I've considered Mr C's comments, I think NS&I's requirements around the EPOA were reasonable. The process it required Mr C to follow is standard practice, and I don't think its requirement for the EPOA to be properly registered was unfair. NS&I had a duty to ensure the late Mrs C's bonds were handled appropriately, by the right individual and the EPOA requirements would enable it to be satisfied it was acting legally.

In terms of delays, I can see Mr C sent NS&I a copy of the EPOA in early February 2021. It took NS&I almost two weeks to respond to this and explain that it needed the original copy and it needed to be registered. I understand Mr C wanted the process to be swift, but at this time business like NS&I were dealing with the restrictions related to the Covid pandemic. This resulted in longer timeframes in getting back to customers. So I don't think NS&I caused excessive delay here.

However, NS&I has accepted that it did provide poor service in early March 2021 when it didn't inform Mr C that it would accept the certified EPOA he had provided without official confirmation it had been registered. It also didn't remove the security block on the account to allow Mr C access. NS&I paid Mr C £50 in recognition of this shortcoming. Mr C doesn't think this amount is enough. Reaching an award for distress and inconvenience is seldom straightforward. The issues involved are subjective by their very nature and the impact on the consumer can be difficult to determine. I understand Mr C had been through a lengthy process with NS&I and this delay must've been frustrating. But I also think the steps NS&I have taken here are reasonable and in keeping with our approach to awards for distress and inconvenience. So, I wouldn't expect NS&I to do anymore in relation to this issue.

I've also considered the grant of probate aspect of Mr C's concerns. I fully acknowledge that Mr C had already spent time and effort obtaining registration for the EPOA he held. Unfortunately, as soon as the late Mrs C passed away, the EPOA was no longer effective. NS&I requirements changed, and Mr C needed the grant of probate to act on behalf of the late Mrs C's estate. I understand Mr C feels NS&I's requirements were unnecessary as it had already accepted the EPOA he held. However, I don't think NS&I could've presumed Mr C would be the executor of the estate without going through the necessary process. Given the sums involved I think it was fair for NS&I to ensure the late Mrs C's bonds were handled by the correct individual. This due diligence is standard practice amongst businesses like NS&I and I wouldn't expect it to act simply on Mr C's instructions without carrying out checks.

Mr C took steps to obtain the grant of probate, but NS&I decided that due to Mr C's comments and the process he had already been through that it would make an exception and allow the funds to be released to him prior to it being granted. Mr C says this shows there was never a need for the grant of probate, but I am not persuaded it does. This was a decision NS&I took based on the individual circumstances of Mr C's situation, and this isn't its standard process. NS&I took the decision to expediate matters for Mr C, and it also covered the costs Mr C incurred in obtaining a grant of probate. I am satisfied NS&I has taken pragmatic steps here to assist Mr C and it recognised the long processes he has had to go through.

I acknowledge Mr C's argument that accessing the funds held by the late Mrs C sooner would've helped significantly in the provision of her care. But as explained above, I think NS&I's acted reasonably and clearly set out its requirements at every stage. Mr C says the compensation offered doesn't reflect the distress and inconvenience he has experienced. Under the rules governing our service, Mr C (as the executor of Mrs C's estate) isn't entitled to any compensation for the inconvenience he experienced in the course of carrying out his

duties as executor. We can only tell a business to pay compensation for trouble and upset experienced by its customer, not by a third party.

Having considered Mr C's submissions I can see this was an extremely difficult time for the late Mrs C and the family. I know this will not be the outcome Mr C was hoping for and he will be disappointed with the decision I've reached. But I hope my decision provides some clarity around why I won't be asking NS&I to take any further action.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs C to accept or reject my decision before 29 March 2023.

Chandni Green  
**Ombudsman**