

The complaint

Mrs B's complaint is about difficulties and delays experienced in registering a third-party mandate and Power of Attorney with Nationwide Building Society on her behalf.

Mrs B's complaint is brought by her representative and daughter, Mrs G.

What happened

Mrs G was seeking to register a third-party mandate form and Power of Attorney with Nationwide Building Society on Mrs B's behalf when Mrs B became incapacitated.

She experienced several difficulties in doing so. Initially she went into branch, but her requests could not be completed. She was then told by Nationwide she'd receive a call but didn't. After she chased Nationwide, she was told the branch staff couldn't remember her coming in. It took a considerable number of phone calls and close to 4 months before the matter could be resolved and the documents registered.

Nationwide said they'd tried to call Mrs G back several times but were unable to make contact with her. But they also accepted that the service they'd provided had fallen below the standards they'd usually expect and that the matter had taken far too long to resolve. They initially offered £100 in compensation for this. Mrs G was unhappy with this amount and felt it was insulting given the trouble and upset caused by Nationwide's conduct. Nationwide took this into account and offered a further £250 in addition to the offer of £100 with a view to providing adequate compensation. Mrs G remained unhappy so referred Mrs B's complaint about this to the Financial Ombudsman Service. She wanted Nationwide to pay at least £1,000 in compensation.

Our investigator considered Mrs B's complaint and concluded it shouldn't be upheld. Whilst she acknowledged the impact of the delays and difficulties experienced in registering the third-party mandate form and Power of Attorney on Mrs G, she wasn't satisfied there was a financial or other impact on Mrs B that supported anything further should be paid by Nationwide.

Mrs G doesn't agree. She feels that Nationwide should be held to account, so they improve their practices for vulnerable customers going forward. She also says there was a considerable financial impact on her personally because she had to pay bills on Mrs B's behalf, which she's still having to pay off as a debt. She also says that Mrs B lost her mobility and had a decline in health because she couldn't be moved from respite care to more permanent housing because of Nationwide's actions. As such the matter has been passed to me to determine.

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 don't uphold Mrs B's complaint against Nationwide. I'll explain why.

It's important for me to restate here that this is Mrs B's complaint about Nationwide and how they handled the registration of documents that were intended to allow her representatives and children to administer her account. So, although I don't doubt the considerable stress and inconvenience this caused Mrs G in pursuing this for some four months, whilst dealing with the decline in Mrs B's health too, I can't consider her specific complaint about this. I can only consider the impact that this had on Mrs B. Although I'm sorry to hear about the situation Mrs G has found herself in financially and the detriment she feels this situation caused to her health and wellbeing, that's not something I can look at.

Mrs G has said Nationwide should be held to account for how they dealt with this request on Mrs B's account. I agree that financial institutions have certain responsibilities to their customers, especially those that are vulnerable, but I can't punish Nationwide in respect of any failings in respect of this or hold them to account in the same way their regulator would. That's simply not within my gift. My role is to put things right where a business has done something wrong. In this case Nationwide accept they did something wrong and offered £350 in compensation for the impact they might have had on Mrs B.

Mrs G has made some submissions in respect of this. I note that Mrs B's health was in decline some time before Mrs G sought to register the third-party mandate and Power of Attorney. This eventually resulted in Mrs B being put into respite care whilst more permanent accommodation could be found. Mrs G has said that Mrs B's time in respite care resulted in a decline in her mobility and health generally. She feels Nationwide are responsible for this because she says that if she could have moved Mrs B to permanent accommodation sooner, this could've been negated. I have no doubt that these circumstances would have been very distressing both for Mrs B and Mrs G. But I've not seen anything to suggest that Nationwide was responsible for this. I say so because I've not been provided with anything that confirms Mrs B couldn't be rehoused sooner as a result of the third-party mandate and Power of Attorney not being registered on her account. And even if it had been, I can't say with any certainty that her health wouldn't have declined in the way it did anyway as a result of her underlying condition anyway.

And as the investigator said, there wasn't a direct impact on Mrs B of Nationwide's actions- such as the distress and inconvenience of having to continually chase for the matter to be completed for several months, because this wasn't something she was involved in directly.

Overall, I think the total amount of compensation Nationwide have offered Mrs B in the sum of £350 is adequate in the circumstances. I know my decision will be disappointing for Mrs G on Mrs B's behalf, but I hope I've explained why I can't uphold this complaint.

My final decision

I don't uphold Mrs G's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 2 November 2023.

Lale Hussein-Venn
Ombudsman