

## **The complaint**

Mr H complains that Bank of Scotland plc trading as Halifax provided incorrect details about the date he was removed as Power of Attorney (POA) from his late fathers' bank account. He also complains about the customer service he received.

The details of this complaint are well known to both parties, so I won't repeat everything again here. Instead, I'll focus on giving the reasons for my 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.

Having done so, I've reached the same outcome as the investigator. I'll explain my reasoning below:

- Halifax has provided evidence to show that Mr H was added as POA to his fathers account in October 2019 and removed in June 2020. The request for removal was made by Mr H's father because he wanted to change his account to a joint account with Mr H. Having looked at the evidence presented I'm satisfied Halifax acted in line with Mr H's fathers request at the time. Halifax has confirmed that the account was changed to a joint account, with Mr H and his father named as the account holders.
- I note Mr H is concerned that Halifax used language such as 'removed POA' and he thought this meant he was no longer POA. But I'm satisfied Halifax meant they de-registered the POA for their own records. This would have had no impact on Mr H's POA that was registered with the Office of Public Guardian.
- Mr H says the service he received from Halifax was poor. He said Halifax gave him incorrect information, wasted his time and have a lack of understanding of what a POA is. Halifax paid £60 to Mr H for the level of service received and because they didn't register Mr H's complaint about the POA, and they should have.

I've thought about everything in the round. I agree that Mr H had to explain things on a couple of occasions, when he shouldn't have had to. But I'm satisfied £60 is fair compensation for the distress and inconvenience caused to Mr H. As such, I won't be asking Halifax to do anything further.

- I note Halifax previously sent a cheque to Mr H for £60, which Mr H did not cash. If that is the case and the cheque has now expired, Halifax should re-issue it, or make alternative arrangements to make the compensation payment.

**My final decision**

For the reasons I've explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 February 2025.

Rachel Killian  
**Ombudsman**