

The complaint

Mr C complains that Blemain Finance Limited trading as Together, the lender of his second charge mortgage (secured loan), wouldn't deal with the attorney he appointed to act on his behalf. This complaint is also brought by the attorney, who I'll call Mr B.

What happened

Mr C took out a secured loan with Together in 2015, borrowing around £50,000 plus fees. Since around 2023 the mortgage has been in arrears. During that time Together has attempted to discuss things with Mr C and agree a way forward.

In February 2025 Mr B emailed Together. He said he was representing Mr C. He said Mr C was in the process of selling another property and planned to use the proceeds to repay the arrears. Mr B asked Together to put recovery action on hold in the meantime.

Following this email, Together tried to contact Mr C several times. It replied to Mr B saying it would need a letter of authority signed by Mr C before it could discuss anything with him.

On 3 March, Mr B sent Together a power of attorney grant signed by Mr C. Together tried to call Mr C to discuss this with him, again without success. On 10 March, Together told Mr B that it couldn't accept the power of attorney document because it hadn't been completed properly – it hadn't been dated or certified. But it said that it would treat Mr B as an approved third party if he sent two forms of ID – which Mr B did.

Later in March, Together asked Mr B for an update about the property sale. The next day Mr C called Together to say the property had been sold and he expected to clear the arrears within the next few days.

On 1 April Mr C said he had deposited a cheque and was waiting for it to clear before making payment – which he said would follow by 4 April.

As no payment was made by 11 April, Together wrote to Mr C and asked him to get in contact. It didn't hear anything until 25 April when Mr B emailed to say Mr C had been distressed by the letter. Mr B said things had changed but Mr C expected to be able to clear the arrears by the end of May.

Mr B complained that Together had tried to contact Mr C rather than going through Mr B, and that it had refused to accept the power of attorney grant.

Together said it had accepted Mr B as an authorised third party, but that didn't prevent it also communicating with Mr C. It said that it thought it was in Mr C's best interests for the grant to be certified before it would accept it. Mr B wasn't happy with that and complained to us on Mr C's behalf.

Our investigator didn't think Together had acted unfairly and didn't think the complaint should be upheld. So Mr B asked for it to be reviewed by an ombudsman.

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 intend to uphold the complaint.

There are various types of power of attorney. A power of attorney based on a loss of capacity generally needs to be registered with the Office of the Public Guardian (OPG). But powers of attorney can be granted in other circumstances too – for example where someone is out of the country and not available, or is physically but not mentally incapacitated, or simply wants to involve a third party, to help with managing their finances. Those sorts of power of attorney don't generally need to be registered, and don't need to be drafted in the standard form required by the OPG or certified by a solicitor.

This is one of those cases. There's no suggestion that Mr C lacks mental capacity. But Mr B has explained that he has been unwell for some time, and so he has asked Mr B to help him manage his affairs.

However, a power of attorney does give the attorney considerable powers. Depending on the terms of the grant, they may be able to act in place of the donor and make all sorts of decisions on their behalf. It's relatively unusual for a third party helping manage a mortgage to be appointed as attorney rather than simply be given authority to discuss the account.

I've looked at the power of attorney document sent to Together. It's not in the standard format used for grants based on loss of capacity. As I say, it doesn't need to be. But I can understand why Together nevertheless requested further information before agreeing to accept it. It wasn't witnessed by someone independent. And Together was only sent a photo of the document – not the original or a certified copy.

In the circumstances, I don't think it was unreasonable that Together asked for more information before it would accept the power of attorney allowing Mr B to act on Mr C's behalf.

I think it was reasonable that Together took steps to ensure that the power of attorney was genuine and represented Mr C's wishes. Where Mr C retains capacity he can still appoint an attorney to act for him, but only in accordance with his wishes. It wasn't unreasonable for Together to make sure that was the case. As a responsible lender, it should take account of Mr C's best interests and ensure they are protected and make sure that any third party it is dealing with is properly authorised and acting in line with Mr C's wishes. So its enquiries were reasonable.

At the same time, I can understand that this was frustrating for Mr B and Mr C. But I'm not persuaded that Together caused any detriment. Even though it didn't immediately register the power of attorney, it did note that Mr C had given Mr B third party authority to speak on his behalf. It discussed the account with Mr B and noted what he had said. Given the assurances that the arrears would be cleared, it wasn't unreasonable to try and contact both Mr B and Mr C when that didn't happen.

For those reasons, I don't think I can fairly uphold this complaint.

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 Mr C to accept or reject my decision before 10 March 2026.

Simon Pugh
Ombudsman