

## **complaint**

Mr D complains about the service received by Bank of Scotland, trading as Halifax. He brings this complaint through his representative Ms W – who also holds a power of attorney.

## **background**

Ms W complained to Halifax when she realised that fraudulent transactions had been made on Mr D's account. She said that as she held an Enduring Power of Attorney (EPA) at the time, the internet banking team should have spoken to her about the transactions. But this was not the case and she was told that the EPA had not been set up correctly for internet banking.

Ms W says that a number of issues then transpired – but I think it is fair to say that the biggest problem was that she was not able to access Mr D's account when it was necessary. Ms W says that she spent a lot of time and effort in resolving the issues and was not satisfied with the response from Halifax before she bought this complaint to our service.

When she had complained to Halifax, it apologised for the problems caused and offered to compensate Mr D and Ms W for this in the sum of £500. But this offer was not accepted – Ms W thought that the poor service provided by Halifax warranted a higher level of compensation.

When our adjudicator looked into matters for them, she thought that the offer was a fair one in the circumstances. Whilst she was sympathetic to Ms W's predicament, she did not think that she could ask Halifax to do anymore.

Ms W asked for an ombudsman's decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I do not propose to go into the facts of Mr D's complaint – they have been highlighted by Ms W on a number of occasions.

I think that the points which I need to address are these – what is a fair and reasonable level of compensation and to whom can this be awarded.

Dealing with the second issue first, the answer can be found in the rules which govern this service. These are the DISP rules and can be found on our website. Essentially, in order for a complaint to be looked into by this service, the person bringing the complaint must be deemed to be an "eligible complainant". The definition for this term can also be found in the DISP rules. For the purposes of this complaint, Mr D is treated as the eligible complainant and Ms W as the representative.

So, taking this into account, can I make an award for Ms W's costs or inconvenience? I'm afraid that I do not think that I can.

What this means in Ms W's case is that she is not treated by this service as the complainant and therefore, I cannot ask that Halifax compensates her for any losses incurred or inconvenience caused. I can, of course, consider awards for distress and inconvenience, as well as costs, incurred by Mr D.

In relation to the level of award, I have taken into account the issues in this complaint. I can see that there has been some confusion over the EPA – its registration and/or validity – and I can also see that Ms W argues that many subsequent problems were caused by the delay and poor service from Halifax.

There is also mention of further fraudulent transactions on Mr D's account but I understand that these have since been reimbursed. Halifax has told this service that no formal complaint has been registered with it and I know that our adjudicator has advised Ms W accordingly.

I think that there has been an element of poor service on Halifax's part but I feel that the current offer of £500 is a fair amount to compensate for this. I cannot fairly ask that it does anymore.

### **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 August 2016.

Shazia Ahmed  
**ombudsman**