

complaint

Mr T says National Savings and Investments (NSI) acted unfairly when his wife, using her Enduring Power of Attorney (EPOA), asked for his premium bonds to be transferred to her. He asks for an apology and more compensation, saying NSI didn't take a balanced approach.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. He said he could see it'd all been very frustrating for Mr T as he had to resolve a number of financial issues at the same time. But there was no evidence NSI had caused any financial loss to Mr T, or acted incorrectly on his wife's instructions. It didn't transfer the bonds as she asked. NSI's only error was when it gave Mr T the incorrect date (by a day) for the release of his payment. The adjudicator said the £25 already paid was fair compensation for this.

Mr T disagreed. He said he'd seen no evidence NSI had the certified EPOA; the letter from his wife wasn't proper medical evidence; and overall the business acted too hastily in his wife's favour.

my final decision

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 conclusion as the adjudicator and for the same reasons.

I'm satisfied no error was made by NSI - with the exception of giving the incorrect payment date, which it accepts. It followed its standard process when it received Mr T's wife's instructions. It asked for a certified EPOA (our adjudicator has now sent Mr T evidence that NSI received this). And it didn't release the bonds to her as it first checked how they'd been purchased. I've thought about Mr T's point that his wife's letter wasn't credible medical evidence. NSI said one of the reasons it didn't transfer the bonds was that it *didn't* have medical confirmation Mr T was unable to manage his own finances. So I'm satisfied NSI didn't place inappropriate weight on the content of the letter. The payment did reach Mr T a day later than expected, but £25 is fair compensation. And NSI apologised for this in its final response letter.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before **18 February 2016**.

Rebecca Connelley

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.