

## **The complaint**

Mr B is unhappy with the difficulties he experienced with Barclays Bank UK Plc when servicing a bank account which he has power of attorney over.

## **What happened**

Mr B holds a power of attorney over his mother, Mrs B's account and he has a debit card to service the account. In January 2023, Mr B tried to use his debit card at a self-service machine in a branch, but it didn't dispense any funds.

He says he spoke to a staff member who told him the power of attorney had been cancelled. He says the staff member was reluctant to believe this was due to an error by Barclays and suggested this could've been due to Mr B's wife. He explained the staff member spoke to the relevant team to get the power of attorney reinstated. However, Mr B's card still didn't work so he withdrew cash from the counter and a new debit card was ordered for him.

Mr B wrote to Barclays to complain. He says he wasted over an hour of his time and asked that they confirm everything was in order, to prevent the same issues in the future and to be compensated for the time he wasted.

Mr B received the new debit card which he tried to use again in branch, but it didn't work. He phoned the power of attorney team whilst he was in the branch. He explained that he used his own phone to make this call, as there wasn't one available to use in the branch. He says that this call lasted 27 minutes, but got cut off when he was placed on hold. So, he decided to withdraw cash in the branch and call when he got home. He explained there was a long wait to withdraw the cash due to only one counter being open.

When Mr B called the power of attorney team again, he says he was told that everything seemed in order and suggested they issue a new card rather than a replacement card. They hoped this would resolve the problem. They also agreed to report the matter to their IT department. Mr B says that the call lasted for 11 minutes.

Mr B wrote to Barclays again to complain that he'd again wasted around an hour of his time. He asked them to confirm that everything was in order and to take the steps needed to prevent the issue repeating. He also felt that he should be compensated and reimbursed for the cost of the calls.

A week later, Mr B attempted to use the second card sent to him in the branch, but it didn't work again. He says someone suggested using the card in the Automated Teller Machine (ATM) outside the branch and was able to withdraw £10. Mr B couldn't change his Personal Identification Number (PIN) using the self-service machine or ATM outside the branch. He explained he raised a complaint in the branch about the self-service machines not working to make withdrawals and that he wasn't able to change his PIN. He says he again spent over an hour trying to sort out these issues.

Mr B also found that the cash withdrawal limit on his new card had been reduced when he tried to withdraw funds a few weeks later. He says he spent a further 45 minutes to get his cash withdrawal limit restored and asked that this was also added to his complaint.

Barclays explained that due to their policy, power of attorney cards can't be used in the self-service machines. They asked Mr B to use an ATM or the counter service if he wished to withdraw funds. They said they'd emailed Mr B's feedback to the branch to arrange an ATM inside the branch or to install another counter as he didn't feel safe using the ATM outside the branch. They couldn't guarantee that these changes would be made and suggested that Mr B use another ATM at a safer location.

They apologised that branch staff weren't aware that power of attorney cards couldn't be used in the self-service machines. They passed feedback to the branch to ensure this doesn't happen again. As a way of apology, they credited Mrs B's account with £50 compensation.

Mr B referred his complaint to our service as he's still unable to use the self-service machines in branch. He said he's wasted over five hours of his time to make four visits to the branch, make telephone calls and send correspondence. To put things right, he's asked that Barclays enable him to withdraw cash from the self-service machines in the branch or provide an adequate number of counters. He also wants a reasonable payment to compensate him for the time he's wasted as well as the costs he's incurred in calling them.

Our investigator said that the Barclays' staff should've been aware that power of attorney's couldn't use the self-service machines in branch. She was satisfied Barclays had acted fairly by paying £50 compensation to Mrs B's account for the trouble and upset caused. She agreed Mr B was impacted, but she didn't recommend additional compensation as he was acting in his capacity as Mrs B's representative, and there was no further impact on Mrs B – the customer of Barclays.

Mr B asked for the case to be reviewed by an ombudsman. In summary, he said he couldn't understand why the complaint isn't being treated as his when it was his complaint. He explained that his efforts shielded his elderly mother and he found it difficult to believe that Barclays' behaviour could be left unregulated.

He explained that the branch staff and the power of attorney team he spoke to, weren't aware that he couldn't use his card at the self-service machines in branch and ordered him new cards unnecessarily. He feels £50 compensation is too little for the time he's wasted. He's pointed out that when the ATM outside the branch wasn't working, there was a long queue at the counter, and he wasn't able to withdraw cash which caused him to waste more time.

He says that when he couldn't change the PIN on his new card and had to increase the cash withdrawal limit, it added to the time he wasted which was solely due to Barclays pointlessly issuing him a new card. He explained that the only reason he agreed to Barclays sending him a new card was because they'd wrongly believed it'd enable him to use the self-service machines in branch. He didn't feel it was fair that Barclays aren't held responsible for their treatment of him as an attorney. He asked the ombudsman to consider fair compensation for his time and to put pressure on Barclays to make cash available to attorneys in the branch in an efficient manner.

### **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.

Barclays have already accepted they gave Mr B poor service here and having reviewed the complaint, I agree they've let Mr B down. Barclays gave Mr B incorrect information that the power of attorney had been cancelled. They also missed a number of opportunities to inform Mr B that his card couldn't be used at a self-service machine as it was a power of attorney card.

There's no doubt in my mind that Mr B has been caused unnecessary inconvenience, frustration and annoyance. I say this because both the branch staff and the power of attorney team weren't aware of the limitations of Mr B's card, which meant they sent him two new cards when this was never going to resolve his concern of being able to use the self-service machine in branch.

It also meant that Mr B had to spend time trying to change the PIN which could've been avoided. I note at this point, Barclays hadn't informed Mr B that he couldn't use the self-service machine, so I imagine Mr B was caused frustration and annoyance when he attempted to change his PIN in branch. Since the ATM outside the branch wasn't working, Mr B had to change his PIN at another machine. And as explained, sending him a new card was unnecessary, the impact on him here could've been avoided.

I think Barclays should've also taken care to ensure the new card sent to Mr B had the same cash withdrawal limit as his original card, rather than the default limit. This also would've prevented Mr B from being inconvenienced further.

Mr B wants us to ask Barclays to allow him to withdraw cash from the machines within the branch or provide adequate number of counters to minimise long queuing times. It's not my role here to tell Barclays how to operate their day-to-day business, which includes making changes to their policies on power of attorney cards as well as how many counters they should have open in branch. These are legitimate commercial decisions that Barclays are entitled to make.

I'm satisfied that Barclays have now informed Mr B that he can't use his card at the self-service machines in branch. Although I appreciate why Mr B prefers to use the self-service machine, I think Barclays have offered him reasonable alternatives, such as using an ATM or counter in branch. I'm pleased to see that Barclays have passed Mr B's feedback to the branch which is what I'd expect them to do.

Turning to the point on compensation. Mr B has explained that Mrs B hasn't been impacted by these issues he experienced as his efforts have shielded her. I think the apology from Barclays and £50 compensation credited to Mrs B's account is a fair resolution to this complaint when considering the impact on Mrs B. I think this also sufficiently covers any call costs Mr B says he incurred.

I appreciate Mr B has made it clear that he's the party bringing the complaint and he's not doing so on behalf of Mrs B. The issue he's raised is how Barclays have treated him and the impact on him personally, rather than Mrs B.

Our service is bound by certain rules that are set out by the financial industry regulator; the Financial Conduct Authority (FCA). These are known as the dispute resolution (or DISP) rules and are contained in the FCA's Handbook.

DISP 2.7 states that we can only consider a complaint if it's brought by, or on behalf of, an eligible complainant. There are two parts to the eligibility rules explained in DISP 2.7.3 and DISP 2.7.6 – both of these need to be met in order for Mr B to be an eligible complainant.

The first part sets out that a *consumer* is an eligible complainant. A consumer is defined as an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Mr B meets this definition and also satisfies the first part of the eligibility rules. But as I explained, Mr B must also meet the second part of the rule.

The second part of the rule states that to be an eligible complainant, he must also have a complaint which arises from matters relevant to one or more of the specified relationships with the business complained about. The full list of relationships can be found in DISP 2.7.6, so I won't include it here.

The relevant specified relationships here are – whether Mr B's complaint arises from a relationship *he* has with Barclays as a customer or potential customer. Mr B's complaint here doesn't arise from a relationship he has with Barclays directly, as he isn't their customer. Instead, his complaint arises from Mrs B's relationship with Barclays as she's their customer and Mr B is acting as her attorney. Even if Mr B had an account with Barclays or was looking to apply for an account, the complaint that's been brought to us isn't as a result of *his* relationship with Barclays directly.

This means Mr B doesn't meet the second part of our eligibility rules. While I know it'll be disappointing to Mr B that he isn't an eligible complainant under our rules, we don't have the power to consider a complaint from him personally on this matter. However, Mrs B is an eligible complainant as per the rules I've explained above. Therefore, we're able to consider the complaint from Mr B only on behalf of Mrs B.

I appreciate Mr B feels he should be compensated for the time he's spent. But I only have the power to make an award of compensation to an eligible complainant. And while I accept Mr B was distressed and inconvenienced by the customer service he received while acting as Mrs B's attorney, as I've explained already, he isn't an eligible complaint here.

Mr B has said himself that Mrs B hasn't been impacted as he hasn't explained the dispute to her, shielding her from worry and distress. So, the impact here was on Mr B personally. Unfortunately, as he isn't an eligible complainant, I don't have the power to ask Barclays to compensate him for the distress and inconvenience he was caused while he was carrying out his responsibilities as Mrs B's power of attorney.

I know Mr B feels strongly about his complaint, but our role isn't to penalise or punish businesses. Barclays have acknowledged the service they gave Mr B was poor, apologised to him and passed his feedback to learn from his experience. I think they've acted fairly by taking all the steps I'd reasonably expect them to under the circumstances

All things considered, I'm satisfied Barclays have resolved this complaint fairly and I won't be asking them to do anything else to put things right.

### **My final decision**

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 9 January 2024.

Ash Weedon

**Ombudsman**