

## **The complaint**

Ms G and Mr G complain that Nationwide Building Society allowed withdrawals from a joint account without the consent of both parties.

## **What happened**

In 1985 an account was opened for Ms G. Nationwide says its records indicate it was a Child Trust Fund account. Mr G was named as a signatory on the account.

At some point, the account was converted to a savings account with both Mr G and Ms G able to access it on a joint basis. Nationwide has provided statements from 2011 onwards that show the account could be access by either party.

In 2021 Ms G carried out a number of withdrawals totalling over £9,000. Mr G later complained and said Ms G didn't have his consent to make withdrawals. Mr G also said Ms G had been suffering with a gambling problem and the withdrawals shouldn't have been approved by Nationwide.

Mr G complained but Nationwide didn't agree it had acted unfairly. Mr G also pointed out that his address and date of birth were wrong on Nationwide's systems.

The complaint was referred to this service and passed to an investigator. But the investigator thought Nationwide had dealt with the complaint fairly and didn't ask it to do anything else. Mr G asked to appeal and said Nationwide had failed to provide evidence that he'd given consent for either party to operate the account independently.

Mr G also said that, at the time of opening the account, it was set up so both parties would need to provide joint consent for withdrawals to take place. As Mr G asked to appeal, this complaint has been passed to me to make a 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.

I think it's reasonable to note that Nationwide has provided systems evidence that shows the account was originally opened in 1985. Nationwide says the account was opened as a Child Trust Fund for Ms G. At that point, Ms G was a young child. So whilst I understand Mr G says the account was originally opened on the basis that both he and Ms G would need to approve any withdrawals, I think it's more likely it was set up with him as the trustee, controlling the account on behalf of his daughter. That's very much in line with how trust fund accounts operate.

At some point, the account operation changed. Because of the timescales involved here, there's little documentation on file. So we don't have the evidence Mr G wants to see that shows he authorised Ms G to access the account as well. But Nationwide has provided statements from 2011 that show by this stage the account had been converted to joint

names and that both parties could operate it on a joint and several basis. That means, only one party was required to approve withdrawals.

By 2011 Ms G was an adult. I think at some point prior to 2011 it's likely Nationwide amended the account type and access to reflect that and ensure Ms G was able to access her account. I think it's reasonable to expect the authority required to operate an account of this nature to change over time. I haven't found that Nationwide acted unfairly or made a mistake by allowing Ms G to operate the account without consent from Mr G.

I've looked at all the available statements and can see withdrawals were completed in the past. I understand Mr G feels Nationwide should've asked more questions when Ms G visited a branch to complete withdrawals last year. But Ms G is a joint account holder. And whilst I can see the withdrawals were unusual, I haven't seen anything that would've suggested to Nationwide that Ms G was using the funds for gambling. I haven't been persuaded that Nationwide acted unfairly by allowing Ms G to withdraw funds from the account.

Nationwide has confirmed no account changes have taken place for at least ten years. Mr G has explained the address recorded on the account for him is wrong – only Ms G's address was on file. Nationwide has suggested Ms G's details were transposed onto Mr G's profile and has taken steps to amend his information. I understand the address details were wrong but I haven't seen anything that shows the error impacted the withdrawals, which were made by Ms G using the account passbook.

Nationwide has taken steps to correct Mr G's details. The account has also been amended so that both parties are required to approve withdrawals in the future. I think that's fair in the circumstances. I understand my decision may come as a disappointment but as I'm satisfied Nationwide dealt with this complaint fairly I'm not telling it to take any further action.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G and Mr G to accept or reject my decision before 18 February 2022.

Marco Manente  
**Ombudsman**