

The complaint

Mr M complains that Barclays Bank UK PLC gave him incorrect information about how to remove a party to a joint savings account. As a result, Mr M says funds paid into the account were withdrawn by the other party without consent.

What happened

In April 2022 Mr M contacted Barclays to explain he and his ex partner had separated. Mr M asked Barclays how to arrange for joint accounts to be amended into their sole names. Barclays says Mr M had various joint named current accounts and a jointly held savings account at the time.

During Mr M's call with Barclays on 7 April 2022 he was advised that the savings account required both parties to attend branch before it could be amended to a sole name.

Mr M spoke with Barclays again in April 2022 and was able to amend the names on the jointly held current accounts over the phone. As a result, the jointly held current accounts were changed to sole accounts and split between Mr M and the other account holder. During these calls, the jointly held savings account wasn't discussed or amended. And no visit to a branch was made to make changes to the jointly held savings account either which meant it remained open and in both names.

Mr M's explained the savings account remained on his online banking facility. In November 2022 Mr M transferred £2,500 into the savings account. Mr M's explained that he believed the account had been amended to his sole name by that time and didn't realise his ex partner still had access. But the funds held in the savings account were quickly withdrawn by Mr M's ex partner and he went on to raise a complaint.

Barclays issued a final response on 18 February 2023 and apologised for the service provided. Barclays said its agent had given Mr M the wrong information on 7 April 2022. Barclays confirmed Mr M and his ex partner didn't need to attend a branch to amend the jointly held savings account to a sole account and offered him £150. But Barclays didn't offer to pay Mr M the £2,500 that had been withdrawn and said it was a civil matter between the account holders at the time.

Mr M referred his complaint to this service and it was passed to an investigator. They accepted Barclays had made a mistake. But the investigator noted Barclays had continued to issue joint account statements to Mr M online that showed the names on the account. The investigator didn't ask Barclays to refund the £2,500 payment Mr M had made into the joint savings account or increase the level of compensation offered.

Mr M asked to appeal and said he wasn't receiving paper statements during the period in question so wasn't aware they were still being addressed in joint names. Mr M added that he expected Barclays to have had a better idea of what to do in this situation. As Mr M asked to appeal, his 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.

Barclays accepts it could have amended the joint savings account over the phone when Mr M called in April 2022. But instead, its agent advised Mr M that he and his ex partner would need to visit a branch to complete the separation of the joint account. Barclays now says that was a mistake, so I can understand why Mr M is frustrated and annoyed that he wasn't given the right information at the outset.

The issue I have is that whilst I accept Barclays gave Mr M the wrong information, I haven't seen anything that shows it subsequently told him the joint savings account had been amended so it was only in his name. I understand Mr M had various conversations with Barclays and made arrangements to amend the current accounts so they were no longer held in joint names. But Barclays has supplied call transcripts and they don't show that the joint savings account was mentioned again after Mr M's call on 7 April 2022 where he was told to visit a branch.

Barclays has also made the point that it continued to issue joint savings account statements that showed both names. I understand the statements were issued online, in line with Mr M's communication preferences. However, I accept Barclays' point that it continued to issue relevant correspondence about the joint account in both names.

In his submissions, Mr M says the situation was confused by the way Barclays handled the other account amendments. Ultimately, I haven't seen anything that shows Barclays ever told Mr M the joint savings account had been amended so it was in his name only. I appreciate the situation was complicated and there were several accounts at play. But without being able to show Barclays incorrectly advised Mr M the joint savings account had been amended to his sole name I'm unable to agree it misled him in terms of the parties named. Overall, I haven't found grounds to tell Barclays to compensate Mr M for the £2,500 deposited into the joint savings account.

In Barclays' final response, it advised that as the account continued to be operated in joint names, the other account holder was within their rights to withdraw any funds that were held. Barclays advised that recovery of the funds was a civil matter. I think Barclays makes a reasonable point. Ultimately, Mr M and his ex partner's separation and division of funds is a matter between them.

Barclays offered Mr M £150 to apologise for the information he was given in April 2022. Whilst I understand my decision is likely to disappoint Mr M, I'm satisfied Barclays has made an offer that fairly reflects the level of distress and inconvenience caused by its initial error. As I'm satisfied Barclays has made an offer that is fair and reasonable in all the circumstances, I'm not telling it to take any further action.

My final decision

My decision is that Barclays Bank UK PLC has already agreed a settlement that is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 February 2024.

Marco Manente

Ombudsman