

## **The complaint**

Ms H complains that Nationwide Building Society allowed her daughter to close an account held in joint names without her permission. She says she funded the account and has now lost her savings. Ms H wants the money refunded and compensation for the stress and upset caused.

## **What happened**

Ms H says that in March 2023, her ex-husband accessed her private financial documents. She contacted the police and was advised to contact her bank. On 1 April 2023 Ms H visited a Nationwide branch and spoke with a senior manager. She was concerned as she had a two-year fixed rate bond that was held in joint names with her daughter. She says she was told that the money was safe, and the account couldn't be closed early by either party and that on maturity the money would transfer to her nominated account.

On 23 May 2023, Ms H received a letter from Nationwide saying her account had been closed following her instructions and the money sent to her chosen account. She then received a statement which showed the money hadn't gone to her nominated account. Ms H made an appointment with Nationwide and was told that her daughter had closed the account. Ms H raised a complaint with Nationwide.

Nationwide issued a final response dated 6 June 2023. It said that the two-year fixed rate bond account was set up as either to sign meaning that both parties had equal right to transact on the account. It said that the account is set up to run to term but that in the event of exceptional circumstances an early closure of the account can be forced. It said that the branch confirmed that the exceptional circumstances were discussed by the joint account holder, and these met its criteria. Therefore, it didn't uphold this complaint.

Ms H didn't accept Nationwide's response and referred her complaint to this service. She said that Nationwide had declined her request to close the account even though she had explained her circumstances. She reiterated that she was told that neither party could close the account early.

Our investigator didn't uphold this complaint. He said that the withdrawal of funds wasn't something we could consider but instead we could consider the service Ms H was provided with before this. He noted Ms H's comments about the information she had given Nationwide but said that there was no evidence of the conversation Ms H had in branch before the joint party closed the account. He noted that had Ms H never approached Nationwide, this wouldn't have changed the outcome, that being her daughter closing the account. He said that Nationwide had said that the information provided by Ms H wasn't enough to block the account and that it wouldn't advertise that the account could be closed in exceptional circumstances. He said that had Ms H explained her exceptional circumstances when she visited the branch then Nationwide could have acted on this but requesting the account be closed, wasn't enough.

Ms H didn't agree with our investigator's view. She said her complaint was that Nationwide denied her request to close the account (despite her exceptional circumstances) but allowed

her daughter to close the account thus treating two account holders differently. She objected to the comment made about there being no evidence of her meeting on 1 April and said that notes were taken, and these were referred to in her second meeting with Nationwide on 27 May. She said this hadn't been considered. She didn't accept that Nationwide could decide that her circumstances weren't exceptional and her daughter's were. Ms H said that her daughter's consent wasn't needed for this case as her complaint was about Nationwide not allowing Ms H to close her account and nothing to do with her daughter. She said the account terms stated the account couldn't be closed early and so by having a hidden clause that allowed this to happen the account had been mis sold and she feels she has been discriminated against because of her ethnicity and English being her second language.

### **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.

Where the evidence is incomplete, inconclusive or contradictory, I have made my decision based on the balance of probabilities. That is, what I consider most likely to have happened based on the evidence provided and the wider circumstances of the complaint.

I note Ms H has said she feels Nationwide has discriminated against her. While we take any allegation of discrimination seriously, I should first explain that we are an informal dispute resolution service, meaning we don't have the power to decide whether or not Nationwide is in breach of the Equality Act 2010, as only a court has the power to do this. What we can do is take relevant law and regulation into account when deciding what's fair and reasonable in the circumstances of a complaint which I have done in this decision.

As has been explained, because Ms H's daughter hasn't consented to this complaint, this decision doesn't address any issues arising from Mr H's daughter's actions (that being the withdrawal of the money) but instead the service provided to Ms H when she visited the branch. I note that Ms H has confirmed her complaint is about her not being allowed to close the account when she requested.

Ms H explained that she visited the branch on 1 April 2023, and I can see that Nationwide's branch contact notes confirm this. Unfortunately, the notes I have seen do not provide details of the content of the meeting but, on balance, based on Ms H's testimony and the further evidence provided, I find it reasonable to accept that Ms H asked about closing her two-year bond account at that time. Nationwide has provided copies of the terms and conditions for the fixed rate bond accounts and these state that the account cannot normally be closed early (after the initial 14-day period). Therefore, I do not find I can say that Nationwide was wrong to say that the account couldn't be closed until the end of the account term when Ms H asked about this.

Ms H's account was closed early, and Nationwide has explained that this can happen in certain exceptional circumstances. Nationwide has said that it wouldn't tell its member what the exceptions are that allow early account closure and I find this reasonable. Ms H has said that she explained her exceptional circumstances in the meeting on 1 April. I don't have the details of what was said at the meeting, so I have relied on what Ms H has said she explained at that time. Taking this into account alongside Nationwide's comments that the information Ms H would have given wouldn't have met its exceptions criteria, I do not find I can say that Nationwide was wrong not to close her account at that time.

As I do not find I can say that Nationwide did anything wrong or treated Ms H unfairly in response to the contact she made prior to the account being closed, and as the account closure isn't part of this decision, I do not find I can require Nationwide to do anything further

in response to this complaint.

**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 Ms H to accept or reject my decision before 22 February 2024.

Jane Archer  
**Ombudsman**