

The complaint

Mrs E complains that Nationwide Building Society allowed her husband to remove her name from their joint account by forging her signature.

What happened

Mrs E's husband submitted a form to Nationwide in April 2023, signed by both of them, to remove Mrs E from the joint account. Mrs E says she wasn't informed of this by Nationwide and only found out about it when her card didn't work, and her husband then told her. She says that she now uses a different signature on her own account. She complained that this caused her emotional distress and that Nationwide did not safeguard her. However she didn't want to have her name put back on the joint account. Mrs E explained that her husband had been controlling and abusive towards her.

Nationwide said that Mrs E's signature matched the signature that they had on their records and that it would only notify the remaining account holder of the completion of the removal. It said it hadn't been notified of any controlling or abusive behaviour towards Mrs E but put safeguarding procedures in place after she told it. It noted that the signature on the form matched that of her driving licence. It also noted that Mrs E did not wish for the account to be transferred back into joint names. It advised Mrs E that if her husband had committed a fraudulent act then that should be reported to the police.

On referral to the Financial Ombudsman Service, our Investigator said that there wasn't any error by Nationwide so we wouldn't be asking it to take any further action.

The matter has been referred to me for an Ombudsman's consideration.

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.

When two people open a joint account, it will usually be the case that money could be taken out or deposits made by either party. To transfer the account into the sole name of one of the parties then both parties need to sign the removal of account holder form. In this case I understand that Mrs E's husband obtained the form itself and submitted it to Nationwide. The confirmation of the removal of the joint account holder is sent to the remaining account holder.

Mrs E only found out about this when she tried to use her card for something and her husband told her what he had done. She is adamant that she did not sign the form and that he forged her signature. I understand from Nationwide that when she visited the branch, her signature was checked against the application form and compared to that on her driving licence, and the signatures matched. From Nationwide's notes I understand that she spoke to the branch manager and indicated that she did not want to be put back on the account. She said she hadn't suffered any financial detriment but wanted her husband to be prosecuted for fraud. Nationwide advised her to approach the police.

Mrs E has told us she was in an abusive and controlling relationship and felt that Nationwide should have had safeguarding procedures in place. I understand that it does have such procedures and that it has now put them in place in respect of Mrs E. But if it wasn't aware of Mrs E's vulnerability in this respect, which I'm satisfied it was not, then I couldn't expect it to treat the account any differently from other joint accounts.

I know the branch manager checked Mrs E's signature on the form against her driving licence and was satisfied that the removal of her from the joint account had been carried out properly. I appreciate that she has now changed her signature, but that is not something that Nationwide would have been aware of in respect of the joint account when it received the application. That's not to say that Mrs E's husband didn't forge her signature. It's just that I don't think that Nationwide did anything wrong by acting in the way that it did.

I'm aware that Mrs E wants her husband to be prosecuted for fraud. Our Investigator has told Mrs E what powers we have. These are in respect of financial businesses, whereby we can award compensation or require businesses to take other action. But that would only be if we thought that the business had made an error or done something wrong. In this case I haven't found that Nationwide has made an error, so I can't require it to take any action.

Nationwide advised Mrs E that if she thought that her husband had committed a fraud, then she should report this to the police herself. I can't require Nationwide to take action regarding any alleged fraud itself, nor do my powers extend to taking action against other parties. I'm also aware that Mrs E is concerned about the consequences for her husband if he were to be prosecuted, and I should advise that even if Nationwide had decided to report him, it would not have had any control over what the police decided to do.

So, as I don't think that Nationwide made any error in this case I'm not upholding the complaint.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 18 March 2024.

Ray Lawley
Ombudsman