

The complaint

Mr H and Ms H are unhappy that Barclays Bank UK PLC allowed Ms H to instruct a payment from their joint account.

What happened

Ms H is the mother of Mr H, and together they hold a joint bank account with Barclays. In March 2023, Ms H visited a Barclays branch and instructed a payment of £60,000 to her mortgage provider as a lump sum payment towards her mortgage.

Mr H wasn't happy about this and felt Barclays shouldn't have allowed his mother to have instructed the payment without first gaining his permission, as the joint account holder, to do so. And Mr H also wasn't happy that Barclays hadn't informed his mother that the payment would incur a fee. So, Mr H and Ms H raised a complaint.

Barclays responded to Mr H and Ms H and explained that joint account holders are permitted to instruct actions on the account individually and without any requirement to obtain the consent of the other joint party. As such, Barclays didn't feel that they'd done anything wrong by processing the payment as per Ms H's instruction. But they did agree to reimburse the payment fee to Mr H and Ms H's account. Mr H and Ms H weren't satisfied with Barclays' response, so they referred their complaint to this service.

One of our investigators looked at this complaint. They didn't feel Barclays had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr H and Ms H remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

The first question I've considered here is whether it was unfair or unreasonable for Barclays to have processed the £60,000 lump sum mortgage payment that Ms H instructed while in branch.

Having done so, I don't feel that Barclays have acted unfairly in this regard. This is because Ms H was a joint holder on the account, which means that Ms H was permitted – as per the terms of the Barclays joint account – to instruct payments from the account on her own and without any need to obtain the approval of the other joint account holder, Mr H. This is in the same way as Mr H is able to make payments from the account on his own and without the need to obtain the approval of Ms H,

It should be noted that the fact that Barclays allow joint account holders to act on their joint accounts on an individual basis, and without the need to obtain the approval of the other account holders before doing so, isn't unusual and is a common feature of joint bank accounts across the banking sector.

Accordingly, while I appreciate Mr H might be unhappy that Ms H was allowed to instruct the lump sum mortgage payment she made, I'm satisfied that Ms H was within her rights – as per the terms of the joint account – to do so. As such, I feel that any dispute that Mr H and Ms H may have about Ms H making the payment is a private matter between themselves.

I also feel that Barclays couldn't reasonably have acted any differently than they did here. This is because if Barclays had refused Ms H's request to make the payment, then Barclays would have been acting out of accordance with their account terms, which give Ms H the right to instruct such a payment, and so in this scenario would have been acting unfairly.

Mr H has said that Barclays should have recognised that Ms H was a vulnerable person and so shouldn't have allowed her to instruct the payment on that basis. But having considered the information and evidence presented to me here, I'm satisfied that Barclays hadn't been given any reasonable indication from either Mr H or Ms H prior to the instruction of the payment that Ms H should have been considered as vulnerable by them such that a refusal of her payment instruction should have been considered.

It's also important to note that the payment was a legitimate payment made to a mortgage provider and wasn't, for instance, a payment being made to a scammer or someone acting fraudulently. Furthermore, several smaller payments were made to the same mortgage provider from the joint account both before and after the £60,000 payment in question. And those other payments don't appear to have been disputed by Mr H and Ms H.

As such, I don't feel that Barclays should fairly or reasonably have refused Ms H the right to make this one specific payment. And because I feel that the payment was fairly and legitimately instructed by Ms H, I don't feel that Barclays should be instructed to reimburse the payment amount back to the account as Mr H would like.

Finally, Mr H and Ms H are unhappy that Barclays didn't inform Ms H that a fee would be incurred for making the £60,000 payment. However, Barclays have already reimbursed that fee back to Mr H and Ms H's account. And given that this is the case, I don't feel that any further action is fairly required of Barclays in this regard.

All of which means that I don't feel that Barclays have acted unfairly here in the manner that Mr H and Ms H contend and it follows from this that I won't be upholding this complaint or instructing Barclays to take any further action here. I realise this might not be the outcome Mr H and Ms H were wanting, but I trust that they'll understand, given what I've explained, why I've made the final decision that I have.

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 Mr H and Ms H to accept or reject my decision before 2 April 2024.

Paul Cooper
Ombudsman