

## **The complaint**

Mrs S has complained Barclays Bank UK PLC won't refund money withdrawn from her account without her authority.

## **What happened**

Mr S was appointed as Mrs S's deputy by the Court of Protection in 2022. On appointment he received details of Mrs S's bank account that she held with Barclays. He believes it was confirmed this was a sole account.

Mr S noticed a number of cash withdrawals had been made from Mrs S's account within branch. She'd been diagnosed with dementia in 2014. As dementia is a progressive disease he believed Mrs S had been suffering for some time before that so he couldn't see how she could have made the withdrawals on the account from 2012 to 2020. Barclays wouldn't make any refunds as they couldn't identify any errors.

Mr S didn't agree with this outcome and brought Mrs S's complaint to the ombudsman service. This involved two different complaints. The first covered Barclays' inability to provide any paperwork about when the account was opened and whether anybody had been added to the account. Barclays confirmed they held no records, so a second complaint was opened about unauthorised transactions from Mrs S's account.

Our investigator in reviewing this complaint confirmed our service had jurisdiction to consider the complaint in full based on when Mr S – as Mrs S's deputy – became aware of the disputed transactions. However she didn't think there was any evidence to show Barclays had acted incorrectly and wouldn't be asking them to refund Mrs S.

Mr S asked an ombudsman to review Mrs S's complaint.

I completed a provisional decision on 3 April 2024. According to Barclays this was a joint account. I therefore couldn't continue an investigation without the authority of the other account holder. By virtue of there being another account holder, I felt it was most likely the transactions were authorised.

I'd already confirmed some of this information to Mr S so required responses within a truncated timescale. I received nothing further from Barclays. Mr S believed Barclays were lying as it had been confirmed to him this was a sole account.

I have all I need to proceed with my 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.

Having done so, I note the impact additional evidence from Barclays about Mrs S's account has had on my decision. I'll explain why.

On review of the historical statements relating to Mrs S's account, I noticed these were held in two names: Mrs S and another person, who I shall refer to as Mrs R. I queried again with Barclays about whether this was a joint account. Barclays confirmed their records showed Mrs R was added to this account as a joint account holder on 24 March 2005. They also stated that, as far as they were concerned, this remained a joint account.

I wondered how this could be as we'd already gone through a review of Barclays' records about this account in the original complaint set up on Mrs S's behalf. Barclays confirmed they'd responded to previous queries based on whether another authority had been added to the account. This would cover any person added by third party authority, power of attorney or Court of Protection order but none of these had been added. Mrs R's status was as a joint account holder so they would consider her a different category of account holder from those others.

I'm aware that Mr S is adamant that this account was set up as a sole account in 1998 but he will know that quite a bit of the correspondence he received about this account from Barclays refers to this very much as a joint account.

Historical statements we've seen – and shared with Mr S – show this account as having two account holders: Mrs S and Mrs R. Barclays wrote to us on 19 March 2024 confirming this was a joint account.

I'm not at all surprised Barclays hold limited records about this account because of the time that has passed but I'm surprised they are unable to produce any original paperwork showing Mrs R being added to the account or how this was done. I can appreciate this may well anger Mr S. I have to say I don't believe Barclays has covered themselves in glory here or been upfront about what has gone on. However based on what they have now confirmed, I'm satisfied that this account is held jointly in the names of Mrs S and Mrs R.

This means that I must have the authority of both joint account holders to review any complaint relating to disputed transactions. As all parties will appreciate, as this is a joint account, I'm pretty sure that the cash withdrawals in branch which Mr S believes were unauthorised were in fact undertaken by Mrs R. Therefore these were mostly likely authorised.

There's nothing else for me to consider so I won't be asking Barclays to do anything further. I appreciate Mr S remains dissatisfied with this decision. He is free to pursue other legal avenues.

### **My final decision**

For the reasons given, my final decision is not to uphold Mrs S's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 May 2024.

Sandra Quinn  
**Ombudsman**