

The complaint

Miss C and Mr D complain that Nationwide Building Society did not close all their joint accounts when they asked them to.

What happened

Miss C and Mr D say that a few years ago they visited a branch of Nationwide to inform them they didn't want any joint accounts. They say at the time they had a joint current account and a joint e-savings account, and Miss C thought she had a e-savings account in her sole name. They say they filled in a form and believed that when they left the branch they would have no joint accounts.

Miss C says that between 18 June – 16 September 2023 she transferred all of her savings into what she thought was an e-savings account in her sole name to pay for home improvements. She says when she logged into her account to pay for the home improvements, she realised she could no longer view her e-savings account. She contacted Nationwide who informed her the account had been closed and all of the money withdrawn. She was told Mr D had closed the account as it was joint.

Mr D says he thought the account was under his name only, and he closed the account for simplicity as he struggles with online banking. He had spent approximately £9,500 of the approximately £17,500 that was deposited by Miss C, so he could only pay back Miss C the remaining £8,000. Miss C and Mr D made a complaint to Nationwide. They said Nationwide should ensure that going forward, accounts are clearly labelled with the word joint in the main heading and that both names of the account holders are clearly displayed.

Nationwide did not uphold Miss C and Mr D's complaint. They said they could see a joint account was closed in 2021, but in regard to the savings account they were unable to gather information on why this wasn't closed due to the time that's passed. They said Mr D had debited £6,000 on 28 August 2023, and on 19 September 2023 there was a final debit of £11,562.68 and the account was closed. They said as the account was either account holder to sign, the other signature would not be needed to complete a withdrawal. Miss C and Mr D brought their complaint to our service.

Our investigator did not uphold Miss C and Mr D's complaint. He said whilst the account wasn't closed when others were (in June 2021), he couldn't fairly say Nationwide made an error. He said the account statements were produced online, and accessible by both. He said Miss C accessed the account statement dated 13 June 2023, so she would've been reasonably aware it listed both names at the top.

Miss C and Mr D asked for an ombudsman to review their complaint. Miss C said the only way you can see both names is when you go to the historical statements. She says when you view a full statement (different to a historical statement), only one name appears. Miss C forwarded our service evidence of her friends online account (with their permission) to prove her point about this. She says in two years she never received any email to say that a statement was ready to view, like she did for the current account, nor a paper one at the end of the year, so she wasn't aware the account was joint.

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.

Miss C and Mr D have made a number of points to this service, and I've considered and read everything they've said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of their complaint in deciding what's fair and reasonable here.

I'd like to explain to Miss C and Mr D that it is not within this service's remit to tell a business how they should run their policies and procedures, such as whether they should clearly label with the word "*joint*" in the main heading and that both names of the account holders are clearly displayed. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Nationwide to make changes to their policies and procedures, if necessary.

While a significant amount of time has passed since 2021, and it is not possible to say with certainty what happened in 2021 when Miss C and Mr D visited the branch, the joint current account was closed in branch on 19 June 2021. My investigations show that Miss C and Mr D also had a joint Flex Online saver which was also closed on 19 June 2021 – but the evidence shows this was closed by Mr D – and not the branch.

On the balance of probabilities, I'm persuaded that the reason why Nationwide only closed the joint current account, and not the Flex Online or the e-Savings Plus account is because only the joint current account they held was the only joint account they had that could be operated in branch. So I think on the balance of probabilities, it was explained to Miss C and Mr D that they would have to close the other accounts online themselves. I say this as otherwise it would not be clear why Mr D closed the Flex Online account on 19 June 2021.

Another reason why I believe this to be the most likely explanation is because I've viewed the e-Savings Plus Key Product Information. Section 23 of this document clearly states that "*Requests to close the account can only be made through the Internet Banking site*". So I can't conclude the branch made an error by not closing down the e-Savings Plus account in the branch – as the Key Product Information shows they wouldn't be able to do this. So it appears that it was a genuine oversight by Miss C and Mr D that when the Flex Online Saver was closed, that they forgot to also close the e-Savings Plus account, and over time they each thought this was their own sole account.

I've considered what Miss C has said about her never receiving any emails to say that a statement was ready to view, like she did for the current account, nor a paper one at the end of the year. As this was an online account, I've seen no evidence that paper statements were issued on this account during the time it was open.

The savings account terms and conditions urge Miss C and Mr D to "*Let us know straight away if you don't receive something you were expecting from us (such as a new cash card, PIN or statement)*". So if Miss C didn't receive a notification about her statements, I would expect her to ask Nationwide about this. But I think it's likely she didn't do this as there was often no (or a very low) balance on the account though.

I've no reason to doubt what Miss C has said about the only way you can see both names is when you go to the historical statements. Looking at the audit Nationwide sent our service, it doesn't show Miss C viewed a historical statement, it shows she viewed a full statement. So I accept Miss C's testimony that she didn't see that the account was joint.

Nationwide have sent us an audit of Mr D's activity. This also doesn't show he viewed historical statements. But this does show he viewed the account statement on several occasions leading up to the withdrawal. It shows he logged into his mobile banking on 18 August 2023, and the audit shows he viewed the e-Savings Plus full statement, so it's not clear why he wouldn't have seen the recent deposits to the account. Or if he did, he should have realised he didn't make these multiple deposits.

The audit also shows Mr D also did the same thing on 24 August 2023. And on 28 August 2023, he logged into his account and transferred £6,000 out of the e-Savings Plus. I can see on 31 August 2023, Mr D logged into his mobile banking again, and the audit shows he viewed the e-Savings Plus statement at 10:24am before the system timed out at 10:29am.

On 7 September 2023, the audit shows Mr D logged into the account at 10:28am, and he viewed the full statement for the e-Savings Plus at 10:30am. As Miss C had added £3,000 to the account on 4 September 2023, it's not clear why this wouldn't have alerted him to the fact that he hadn't added anything to the account since he last made the withdrawal, yet the balance had increased.

On 18 September 2023 the audit shows Mr D viewed the full statement of the e-Savings Plus at 15:10pm. Again, it's not clear why he didn't notice the £1,500 that Miss C had added on 16 September 2023. At 15:13pm the audit shows he closed the account. As the funds were transferred to another account, it's not clear why he didn't realise the closing balance had increased if he didn't add anything into the account.

But as the account was joint, the terms show that *"we will take instructions given by one account holder as authority by all account holders for us to carry out those instructions (for example, any one of you may withdraw money and/or close the account)"*. So while I have a great deal of empathy for the position Miss C has found herself in, I'm unable to ask Nationwide to pay Miss C the difference in the funds from what Mr D withdrew in total, and what he paid her back. So it follows I don't require Nationwide to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr D to accept or reject my decision before 11 June 2024.

Gregory Sloanes
Ombudsman