

The complaint

Mr W complains TSB Bank PLC ("TSB") refuses to refund him for transactions on his account which he says were carried out by the joint account holder without his consent.

What happened

Mr W says at the end of 2022 he noticed his wife emptied their TSB joint accounts and left him with no money to live. Mr W wants TSB to refund him 50% of this as he is a joint account holder and says he didn't consent to these transactions. Mr W says this situation has left him in a difficult financial position and he faces eviction from his home as a result. He says it has also caused distress and inconvenience and has affected his health.

TSB says the terms and conditions of a joint account which Mr W and his wife held allows full access to all joint holders without needing permission from the other account holders. So, TSB says Mr W's wife had the required authority to move money out of the account, and therefore the transactions were all authorised. TSB says it was only made aware of Mr W's split from his wife in January 2023, and in any case this is a civil matter and TSB is not liable for any of the transactions in dispute.

Our investigator considered this complaint and felt that as Mr W's wife was a joint account holder, she had the required authority to make the transactions in dispute – so TSB doesn't need to refund any of this money. However, she identified that TSB could've done more to assist Mr W in this situation and should have put some restrictions on the account after it was made aware that the couple had split. So, for this she awarded £750 compensation. Mr W wasn't happy with this, so the complaint has been passed to me 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.

Firstly, I would like to say I'm sorry to hear of Mr W's financial and medical difficulties. I appreciate the past few years must have been difficult for him, and for that he has my sympathy. I have considered everything he has said in support of his complaint. However, my role is to look at all the evidence, and then reach a decision that takes this into account and is fair to both parties. That means I consider TSB's position as much as I do Mr W's. And what Mr W's asking for here is for TSB to use its own funds to pay him back money that he says was spent from his account without his consent.

TSB has provided its general banking terms and conditions, which sets out the terms of their joint accounts. In this, is a section titled: "*What can a joint account holder do without telling the other(s)*" and the first point listed in this section is "*take out any or all of the money*". The accounts where the disputed transactions were taken from were both joint accounts. So even though Mr W and his wife were going through a separation at the time, they were both still joint account holders of their TSB accounts, and so they could both take out any or all the money. Therefore, I don't think TSB should be liable for 50% of the money that was taken out the joint account.

TSB was made aware in January 2023 about the difficulties in Mr W's marriage and that he had suspected his wife was emptying their joint account. TSB had also been made aware that Mr W had strokes in 2021 and couldn't walk. However, I've looked at the call notes recorded on TSB's system, and I think it could've done more to help Mr W in his situation and provide better customer service. I'll explain why.

There is evidence that Mr W spoke to TSB about needing access to his money and a debit card in January 2023. Following this Mr W made several calls over the months to try and access to his own money for general spending, but it took almost a year for TSB to open a solo account for Mr W to use. I've also seen that Mr W was told he could have at home visit in April 2023, which he waited for, until he was told in December 2023 that TSB didn't have the resources to do so. It is evident from the call notes recorded on TSB's system that from January 2023 to January 2024, Mr W was distressed about the situation he was in and needed answers about what could be done to prevent his wife taking money from the account. And overall, I think TSB could've given him clearer information about the options available to him to provide a better standard of customer service. As this was below what I would reasonably expect, especially as TSB was aware of Mr W's vulnerabilities, I have awarded compensation for this.

TSB also claim to have frozen the account between February 2023 and April 2023, following Mr W's complaint. This meant that Mr W could not get a new debit card for the account. However, Mr W's wife was able to continue spending on the account and making transfers in and out. So, I am also not satisfied that TSB placed a block on the account as it says it did. Even though I don't find TSB responsible for the transactions that were made before and after it knew about Mr W's situation, I do think it could've done more after it was aware to help Mr W manage the account and his finances going forward. The investigator decided to award £750 in compensation, and I think this award is fair.

Putting things right

For all the reasons outlined above, TSB Bank PLC should pay Mr W £750 in compensation.

My final decision

I am upholding this complaint in part; TSB Bank PLC should put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 October 2024.

Sienna Mahboobani
Ombudsman