

The complaint

The estate of Mr P complains National Westminster Bank PLC (NatWest) accepted a death certificate from a third party and didn't freeze Mr P's bank accounts until probate was granted.

What happened

The estate of Mr P explained it understands the registry for deaths only allows the person registering the death to legally use the death certificate.

The estate of Mr P explained it wanted NatWest to freeze all of Mr P's accounts until probate so it could pay beneficiaries of the will and funeral costs. The estate explained it has applied and paid for probate, but this has not yet been granted.

NatWest wrote a final response letter to the estate of Mr P. It explained it will accept a notification of death and a death certificate from anyone, explaining there is no legal requirement for the death certificate to be provided by a specific party.

NatWest said Mr P held his accounts in joint names with a third party. NatWest explained, as per its terms and conditions, it removed Mr P's name from these accounts on notification of his death and these accounts were now in the sole name of the third party.

NatWest explained the estate would need to seek legal advice if it thought it had rights to claim any funds in the joint accounts.

Our investigator didn't think NatWest needed to take any action explaining they didn't think NatWest had made a mistake. They pointed out NatWest had complied with its terms and conditions regarding joint accounts and agreed NatWest could accept a death certificate from a third party.

The estate rejected our investigator's recommendation explaining the third party was only added to Mr P's accounts for certain purchases. The estate explained it had Lasting Power of Attorney (LPA) over Mr P's financial affairs.

As the estate rejected our investigator's recommendation, its complaint has been passed to me to make 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 offer the estate my sympathies. I was sorry to hear of the sad death of Mr P and can appreciate they have experienced a very difficult time recently.

I appreciate how strongly the estate of Mr P feels about its complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Our service is impartial, it does not act as a consumer champion but seeks to make fair and reasonable decisions based on the facts and evidence of each case. Our service considers what is reasonable in the circumstances and what is likely to have happened on the balance

of probabilities. We are an informal dispute resolution service and do not replace the courts system, which have wider powers and jurisdiction. Our service seeks to resolve complaints fairly for all parties, the option of court action remains open if the estate of Mr P does not accept my decision.

There are two parts to the estate's complaint, and I will deal with each of them in turn. Firstly, the issue of the provision of the death certificate.

I understand the estate's complaint is a third party, who held joint accounts with Mr P, submitted the death certificate, when it should have been the executor of the estate who did this. NatWest has said it will take a notification of a death from *'anyone'* and there isn't any legal requirement for the death certificate to be provided by the executor.

I have considered both submissions and can see the third party would likely have submitted the death certificate as a joint account holder. It also appears likely, from the evidence I have seen, this third party was Mr P's legal next of kin at the time of his sad death.

I am therefore not persuaded NatWest did anything wrong by accepting the death certificate from this third party as I am not aware of any reason NatWest should not have accepted it.

Secondly, I have considered the terms and conditions associated with the joint accounts Mr P held and whether these should have been placed in the sole name of the third party.

Section 3 of NatWest's *'Your current Account Terms'* is titled *'Joint accounts'* and provides the terms and conditions for such accounts. It explains joint accounts aren't limited in their scope of use to either party, with either party able to make transactions and discuss the accounts without the consent of the other party. This section explains NatWest can change this if one of the parties to the joint account doesn't want such access. But should such limits be placed on the joint account, many of the provisions of the account, such as telephone banking and debit cards, become unavailable.

The estate has not said any such arrangements were instructed by Mr P, or that he made NatWest aware of any dispute between him and the third party to the joint accounts. The estate has said a debit card for the account was kept by the LPA, which further suggests no limitation was instructed on the accounts.

The final part of section 3 importantly states; *'if one of you dies, we'll accept instruction from the remaining account holder(s) and the account will pass into their name(s).'*

This is a clear term of the account and isn't an unusual term with joint accounts, this provisional also accords with the right of survivorship. The right of survivorship would also likely be the legal principle an account would move to a sole account upon the death of one of the account holders, regardless of whether the terms were explicit.

I am therefore not persuaded NatWest did anything it shouldn't when it changed the joint accounts into the sole name of the surviving third party or when it accepted the death certificate from the third party.

As I have explained previously, our service is concerned with examining whether the business has made a mistake or acted unfairly or unreasonably towards an eligible complainant. I trust I have explained why I am satisfied I cannot find NatWest acted unfairly or unreasonably here or made a mistake it needs to put right.

Finally, I would once again like to offer my sincere condolences to the estate of Mr P for his sad loss.

My final decision

For the reasons I have given, my final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr P to accept or reject my decision before 7 May 2025.

Gareth Jones
Ombudsman