DRN-5514663

The complaint

Mr B complains that Northern Bank Limited trading as Danske Bank, won't remove items of expenditure from his account even though they were purchased by his wife, and Danske acknowledges that it should not have issued a card for a joint account.

What happened

Mr B said he and his wife stopped their joint account and had separate bank cards. He said this worked until September 2024 when Danske issued a new card to his wife which turned out to be a joint account card. Danske apologised for the inconvenience and cancelled the card but didn't remove the expenditure put to Mr B's account. Mr B complained to Danske.

In its response Danske said a renewal card was sent to Mr B's wife but it hadn't deleted the agreement that amended the account to Mr B's sole name. It then cancelled the card so that this wouldn't happen again and apologised and offered Mr B £50 as a goodwill gesture. Mr B rejected the offer saying it isn't anywhere near the value that has been taken from his account, and he wants the items removed. Mr B referred his complaint to our service.

Our investigator didn't recommend that it be upheld as he thought Danske's offer of £50 to be fair and reasonable. He said the card was sent out in error to Mr B's wife, but Danske has shown that some of the transactions were carried out by Mr B. He said Mr B requested a replacement PIN for this card and used it regularly, until cancelled in November 2024, when he queried the transactions. And so a refund would not be reasonable.

Mr B disagreed with the investigator and said his complaint was not about inconvenience but about financial loss. He said he trusted the bank and, '*A phrase, duty of care comes to mind'*. He said he may have used the card several times but that was on his wife's instructions. He said the problem was not who used the card but who generated the illegal card in the first place. Mr B requested an ombudsman review his complaint.

The investigator thought that Mr B was reasonably aware of what was happening, and aware of the account to which the transactions he wanted removed, were applied.

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.

Mr B visited a branch of Danske to dispute some card payments as he didn't recognise the card number. Danske explained that when the account was amended to his sole name, it failed to delete the agreement relating to Mrs B and when her card expired the system automatically ordered a replacement card, but this was on Mr B's sole account.

In assessing whether Danske has acted fairly, I've taken into account the relevant rules and guidelines along with good industry practice. What's not in question is whether Danske made an error. They acknowledged that they should not have issued a bank card to Mr B's wife and, apologised for any inconvenience and offered £50 compensation.

Danske and the investigator assumed Mr B's complaint was about inconvenience, but he has said it concerns loss caused to him. Mr B has not said he didn't use the card, just that these transactions shouldn't have been applied to his account, but rather his wife's. He said he just presented the card, but didn't benefit as he was just his wife's messenger.
In common with those parties, I'm not sure I understand what Mr B is referring to as all the transactions were made by him and carried out either for his own or his wife's benefit. Mr and Mrs B had the benefit of all of the cash withdrawals and purchases made with that card.

Mr B said he wasn't expecting the transactions to be applied to his account. But as he authorised them and it was his sole account, Danske hasn't made an error about this. I agree with the investigator that whatever Mr B's understanding of the ownership of the card, this does not mean the transactions should be refunded. Mr and Mrs B have kept the goods and cash obtained by his use of the card and so a refund would unfairly advantage him.

Mr B asked what our response would have been had someone else had used the card. I'm satisfied there was no unauthorised use of the card that he used and so it's not necessary for me to speculate on that topic in considering this complaint.

I think Danske's offer of £50 compensation is a fair recognition of the inconvenience caused by its initial error of sending the card out and I recommend Mr B accept that offer.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 August 2025.

Andrew Fraser
Ombudsman