

The complaint

Mr M complains to Barclays Bank UK PLC about transactions from an account he held in joint names, which he says were unauthorised.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr M held a Barclays account in joint names with his mother, Mrs M, who sadly passed away on 28 October 2023. Towards the end of 2024, he contacted Barclays to dispute multiple transactions from the account, arguing that the balance in the account should have been higher than it was. He also said his middle name was mis-spelled on his savings account, which meant he was unable to access the account.

Barclays said Mr M had access to the joint account and would have been able to see any transactions that left the account. It couldn't explain why Mr M's name had been misspelled, but it was corrected, and it paid him £245 compensation. But Mr M wasn't satisfied and so he complained to this service.

Responding to the complaint, Barclays said it was notified about Mrs M's passing on 31 January 2024, when the account was amended into the sole name of Mr M. It said there was one device registered to Mr M's mobile banking membership since he joined in July 2024, and he had an ATM card for his savings account which was issued in March 2025, and which he could use to withdraw funds from both accounts. And the transactions made in July and August 2024 were transfers to Mr M's current account which were made at the branch.

Our investigator didn't think the complaint should be upheld. She noted that transfers were regularly made from the joint account to two accounts in Mrs M's name and that, as a joint account holder, she'd been entitled to remove the funds into other accounts in her name without prior knowledge or permission from Mr M. She further explained that the ASD withdrawals dated on 7 November 2023 and 20 November 2023, were likely made by Mr M, and if a third party had made the withdrawals, it was likely someone to whom he had he'd given authority.

Finally, our investigator noted Barclays had accepted Mr M's name had been mis-spelled and that it had paid £75 and then £175 compensation for this, and she was satisfied that was fair.

Mr M has asked for his complaint to be reviewed by an Ombudsman, arguing that he had no access to the joint account and never received statements in his or his mother's name.

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've reached the same conclusion as our investigator. And for largely the same reasons. I know Mr M feels strongly about this complaint, and this will come as a disappointment to him, so I'll explain why.

Our investigator explained to Mr M that we can't consider any complaint brought after 6 years from the date of the event, so I've considered transactions dated from February 2019 to November 2024, which around the time he complained to Barclays.

Authorisation has two limbs – authentication and consent. So, Barclays needs to show the transactions were authenticated as well as showing Mr M consented to them.

The disputed transactions were a combination of online transfer, ASD withdrawal and in-branch transfers, and there's no dispute that they weren't properly authenticated.

All the transactions made on the joint account before Mrs M passed away were online transfers. Mr M didn't register for online banking until 18 July 2024, and in each case, funds were moved to (joint) accounts in Mrs M's own name. So, I'm satisfied Mrs M consented to the online transfers.

There are five transactions which occurred after Mrs M's passing, one of which was a bill payment which I don't believe is in dispute. Mr M said he didn't make two ASD withdrawals dated 7 November 2023 (£500) and 20 November 2023 (£180), and as Barclays can't evidence which card was used to make the withdrawals and the transactions predated the cancellation of Mrs M's card, I accept it's possible that the card was used by a third party. And that as Mrs M had already passed away, the third party would not have had consent to use the card.

However, I must base my decision on what I think is most likely to have happened and, on balance, I think the ASD withdrawals were most likely made by Mr M. This is because a withdrawal so far below the spending limit isn't consistent with the card having been used fraudulently. And there were only two withdrawals made nearly two weeks apart. In addition, Mr M initially stated that he didn't have a debit card to withdraw money from the joint account, but he later accepted his card could be used to withdraw money from both his Barclays accounts. So, I'm satisfied he likely made the ASD withdrawals himself. Similarly, I think it was most likely Mr M who attended the branch on 17 July 2024 and 15 August 2024, because on both occasions transfers were made to an account in his own name.

Because of this, I'm satisfied Barclays has shown that the disputed transactions were most likely authorised, so I can't fairly ask it to refund the money.

My final decision

For the reasons I've outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 December 2025.

Carolyn Bonnell
Ombudsman