

The complaint

Ms A complains Bank of Scotland plc trading as Halifax registered her ex-partner as a joint party to an account she holds with it, without her agreement. She complains this meant her ex-partner recently received correspondence about this account when they shouldn't have.

What happened

Ms A explained she opened a savings account for her stepchild in 2007. Ms A said this account wasn't opened as a joint account with her ex-partner. Ms A said she recently became aware her ex-partner had received correspondence regarding this account, which showed he was a joint party to it, so she complained to Halifax in early 2025.

Halifax explained its records show the account was opened in joint names with her ex-partner in June 2007. Halifax explained, because of the time that had passed, it only had limited information about how the account had been opened and couldn't provide evidence of the signatures. Halifax explained it had sent the letter to the other party on the account as Ms A had opted for its paper free service.

Although Halifax didn't accept it had made an error, it offered Ms A £60 as a gesture of goodwill. It also offered to close the account down.

Our investigator didn't think Halifax needed to take any action as they thought the evidence suggested Halifax hadn't done anything wrong. They explained Halifax couldn't provide full records from the time the account was opened in 2007. However, they were satisfied the evidence Halifax had provided showed the account was opened in joint names.

In response, Ms A explained she believed Halifax hadn't provided enough evidence to substantiate its position. She explained the '*burden of proof*' rested with Halifax to show it had opened the account as it claimed. As Ms A rejected our investigator's recommendation, her 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.

I appreciate how strongly Ms A feels about her 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.

Where evidence is incomplete, inconclusive, or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

Firstly, I can appreciate Ms A's position here. She has consistently said the account wasn't opened in joint names with her ex-partner and has therefore reasonably asked Halifax to provide proof it was. I understand it must be frustrating to not receive the evidence she has requested and for Halifax to maintain it hasn't made a mistake in these circumstances.

Financial businesses aren't required to keep records indefinitely. Because of the amount of time that has passed, I think it is unlikely Halifax would be able to produce the original

documents completed to open this account. Businesses now often only hold such documents for between six and seven years, depending on their own retention policies. Halifax has been able to provide information from its systems showing the account was opened in joint names in 2007. I understand a copy of this evidence has been provided to Ms A by our investigator already, showing it has a record of the account opening, just not the original documents and signatures. For these reasons I do not find it unreasonable Halifax hasn't been able to provide evidence of the signatures used to open the account.

Where we have conflicting accounts of a situation, our service often can't say, with any certainty, what happened. I would need a persuasive reason to prefer one party's account over the others. I am mindful this account was opened nearly two decades ago, so it is difficult to precisely establish what happened at the time the account was opened.

Secondly, our service doesn't automatically apportion liability based on omissions in circumstances such as this. I must consider what is reasonable and fair in the circumstances. In this case Halifax can't produce evidence, in the form of original paperwork, from an account opening nearly two decades ago, but has digital records which show the account was opened in joint names.

Having carefully considered this complaint the evidence Halifax has presented shows Ms A's partner's details were entered onto Halifax's systems at the time the account was opened. These details appear correct and there is also some evidence statements were produced in the joint name afterwards.

I'm also mindful this account doesn't appear to have been used much over the intervening years. I can see from the contact notes Halifax supplied as part of its business file, Ms A has contacted Halifax regularly over recent years about various banking matters, but I couldn't see this account was discussed in any detail during this time.

As I have explained, I have to consider what is most likely here. Ms A is suggesting Halifax made a mistake and opened the account with her ex-partner's name on it, or potentially later added them to the account.

In my experience, considering the processes for opening accounts, it is unlikely an account would be opened in incorrect names or with a third party added to the account who was not authorised. I think it is even less likely Ms A's ex-partner would have managed to get their name added to the account later without her knowledge or agreement.

Finally, I'm also aware Ms A hasn't claimed there was any activity on the account by her ex-partner that shouldn't have occurred, and it appears the account has had a low balance in it for some time.

For all of these reasons, I think, based on the evidence available now, it is more likely than not the account was opened in joint names in 2007. I therefore do not uphold this complaint.

Again, I appreciate Ms A will disagree with my decision here, and I do have some sympathy with her position, but I hope she appreciates I must consider what I think is the most likely scenario here based on the circumstances. Having done so, I am not persuaded there is enough evidence to find Halifax has done anything wrong, I trust I have explained why in enough detail.

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 Ms A to accept or reject my decision before 25 August 2025.

Gareth Jones
Ombudsman

