

complaint

Mr H, through his representative, complains Nationwide Building Society changed the signature terms of his joint trustee account, without his agreement. He says this allowed the other trustee to withdraw money without him knowing.

background

Mr H was a joint trustee of an account with Mr D, which was opened with Portman Building Society in the late 1970s. Mr H says they instructed the society that joint signatures should be required for all withdrawals. The account migrated to Nationwide in around 2008. Mr H says in around 2014, Mr D withdrew £5,300 through on-line banking. He says this could only have been possible if Nationwide, had either by mistake or negligently, removed the joint signature requirement.

Nationwide says it can't find records of the original instructions as it was so long ago. It says its records show the account was set up on an "either to sign" basis. Mr H referred to a withdrawal he made in 2005, which he says required both signatures. But, Nationwide says it can't find any record of this. Nationwide says it hasn't got enough information to satisfy it how the original account was set up. It hasn't upheld Mr H's complaint.

The adjudicator says she isn't satisfied that there's enough information to show that the original account was set up on a joint signature basis. So, she hasn't upheld the complaint.

Mr H says he's provided information to support his complaint – and Nationwide hasn't provided information to prove him wrong. He says the trust's lost £5,300 plus interest on a daily basis – which Nationwide should refund.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

From looking at Nationwide's records, I can see it tried to search for information about the original account. But, I don't expect it to have records going back that far.

Based on the information available, I have to consider whether, on balance of probabilities, I think Nationwide did anything wrong. If so, I'll look at what it must do to put things right. Where there are gaps or conflicting information, I reach my decision based on what I think is most likely to have happened.

There's no dispute Mr D withdrew the money via on-line banking. I understand he's since passed away. The only information available is from Nationwide and Mr H. Nationwide says if the account had been set up requiring joint signatures, Mr D wouldn't have been able to carry out on-line transactions. But, it says that wasn't the case here.

I note Nationwide's records show a coding number "2" for withdrawals. I've seen this means "either to sign". From what I've seen, this has been consistently recorded from the time the account migrated. And, I think it's likely that Nationwide would have simply transferred over the instructions from the previous account. I've seen nothing to suggest otherwise.

Mr H's representative referred to a change of details form Mr D sent to Nationwide in late 2012. He says this instructed Nationwide to change the signature permissions, without Mr H's agreement. I don't agree. From looking at the form, it only instructs a change of address. The signature code on the form is "2", consistent with Nationwide's records.

I've seen a copy of Mr H's original passbook. In this, there's a heading of "withdrawals", under which "all of us" has been written in by hand. Mr H's representative set out in detail why he feels this shows the original account required joint signatures. There's also been some debate as to whether it was a member of staff or one of the trustees who wrote this. But, regardless of who wrote it, I'm not persuaded it necessarily shows the intention was for all trustees to jointly sign for all withdrawals. It could be interpreted in a number of different ways.

On top of all of that, Nationwide has said that Mr H and Mr D have taken out similar amounts of money from the account overall. So it would be difficult for me to conclude that Mr H has lost out because of what has happened.

Taking all things into consideration, I haven't seen anything to persuade me that Nationwide has done anything wrong. And, I've seen nothing to suggest Nationwide changed the signature permissions on the account either on, or after migration.

my final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 April 2016.

Loucia Kyprianou
ombudsman