

complaint

Mrs T complains on behalf of her son, Mr T, that Ulster Bank Limited shouldn't have allowed Mr T to take money out of his account. She wants the £6,600 Mr T took out to be given back to him.

background

Mrs T says she set up an account for her son with Ulster Bank in 2014. The account had a debit card. But Mrs T didn't want her son to be able to make online transfers from his deposit account into this new account. She didn't feel he could manage his money as he was under 16 years of age. And she tells us he's severely disabled. She says she understood her son could view his account online. But would have to go into a branch to take money out. She says she then found out in 2015 her son had transferred over £6,000 from a deposit account. And spent it.

Ulster Bank says Mrs T signed a form allowing her son to have an account in his own name. And a debit card. And Mrs T didn't ask to be a signatory on the account. It says the account didn't used to allow funds to be transferred online. But this changed before Mrs T and her son opened the account. It doesn't feel it's at fault. But it can't confirm what it told Mrs T and her son when they opened the account. So it has offered £250 compensation for possibly giving wrong information.

Our adjudicator didn't uphold the complaint. She didn't feel the bank had done anything wrong in allowing the transfers. And felt its offer of £250 compensation was fair for the distress caused. Mrs T doesn't agree. She says Ulster Bank told her Mr T could only access the funds by going into a branch. She says she wasn't given the option of being a third party linked to the account. She feels Ulster Bank have breached the Disability Discrimination Act and the Data Protection Act. And mis sold the account.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Mrs T obviously feels strongly about this and I can understand why. But I've reached the same conclusions as our adjudicator and for much the same reasons.

There's no dispute that Mr T has been able to transfer funds from his deposit account online into his current account. And then been able to use his debit card to take his money out. I've seen his statements which confirm this. Mrs T says Ulster Bank said her son would only be able to get access to his money by going into a branch. I can't be sure what Ulster Bank said when the account was opened. I've seen the terms and conditions for the account which allow funds to be transferred online. And I've seen the account application which Mrs T signed allowing her son to have an account in his own name. And the use of a debit card. So I don't think Ulster Bank has done anything wrong in allowing the transfers.

But Ulster Bank has given us different dates as to when on line transfers became available with this account. So I think it may be possible Mrs T was given the wrong information about this when she opened the account. But Mr T would still have had access to his money if he'd gone into a branch. And he's had the benefit of the money he took out. So I don't think I can reasonably ask Ulster Bank to refund the £6,600 he's spent. I do think it's possible there

was some confusion when the account was opened. But I haven't seen any evidence the account was mis sold. I think the £250 compensation Ulster Bank has offered is fair.

Mrs T thinks Ulster Bank has discriminated against her son because of his disability. But she hasn't given us any evidence of this. Ulster Bank tells us it has no record of Mr T being disabled. But from what I've seen I can't say that the bank has done anything wrong.

Mrs T also thinks Ulster Bank has breached the Data Protection Act (DPA). She says we've told her the bank wouldn't contact her about issues on her son's account due to data protection. But she's shown us some texts the bank sent her to ask if some transactions were genuine. I can understand her confusion. But Ulster Bank sent the texts to the telephone number Mrs T and her son gave when they opened the account. So I don't think Ulster Bank was wrong to use this number to check if some transactions were genuine

my final decision

My final decision is that the bank has made a fair offer.

In full and final settlement of this complaint Ulster Bank Limited should pay Mr T £250 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 12 September 2016.

Bridget Makins
ombudsman