

complaint

Mrs M complains about various accounts that she has or had with Barclays Bank Plc but does not recognise, which she thinks the bank allowed her ex-husband to open fraudulently, and about related issues.

background

In 2016, Mrs M had cause to speak to Barclays about a Barclaycard. At the same time, she took the opportunity to ask Barclays what other cards and accounts she held with them. They sent her a list, asking her to check it and let them know if anything was incorrect. In response, she said she did not recognise most of the accounts, and she believed they had been fraudulently opened in her name by her ex-husband, without her knowledge or consent. Barclays did not accept that this was the case (although it did pay her £150 for some poor service and to cover the cost of some subject access requests, or SARs, which she had made).

Being dissatisfied with that response, Mrs M brought this complaint to our Service. Part of her original complaint about the Barclaycard was dealt with separately as a complaint against Barclaycard (as that part of the bank is administered separately from the rest of Barclays). I issued a final decision in that complaint on 5 March 2019. However, she also complains that a member of staff in a branch of Barclays confiscated the Barclaycard, and that issue is being dealt with as part of this complaint. Mrs M also complained about her online banking facility, and asked a number of questions about the accounts. Finally, she asked us to reconsider an old complaint we had dealt with in 2014.

Our adjudicator did not uphold this complaint. She investigated each account, and concluded that there was no evidence that any of them had been opened fraudulently. She could also find no evidence of any financial loss to Mrs M, and some accounts had had no transactions on them at all. Many accounts had been closed years ago, and it was likely that Mrs M had just forgotten about them. One account was not a Barclays account, but was held with a third party. Some of the accounts were joint accounts, so it was likely that the transactions Mrs M didn't recognise had been made by the other joint account holder. Some other payments Mrs M didn't recognise (which she had seen on her credit file) did not relate to Barclays accounts. There was one account which didn't exist, and which appeared to just be a reference to another account where one of the digits had been entered incorrectly. The adjudicator thought that Barclays had been entitled to confiscate the Barclaycard, as it did not belong to Mrs M. She said that Mrs M no longer had an online banking facility. She declined to reconsider the 2014 complaint.

Mrs M did not accept that decision. She asked for an ombudsman to review her complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I do not uphold it. I will explain why.

In my final decision in Mrs M's other complaint, I said that the Barclaycard did not belong to her. I won't reconsider that issue here, but will merely adopt that finding for the purposes of this decision. Barclays was therefore entitled to confiscate the card from Mrs M, as it was not hers.

In that other final decision I mistakenly said that Mrs M had no Barclaycard accounts. In fact she did have one Barclaycard account which I overlooked (because it was not referred to in that other complaint), the one with the account number ending with 9006. However, all of the statements for that account were sent to her current address after the divorce, so I think she must have known about it. I've seen no evidence that leads me to think it is suspicious.

Mrs M does now recognise two of the Barclays accounts: the joint commercial mortgage in 2011 for £50,000 (account number ending 8774), and the joint current account from which the mortgage repayments were made (ending 5197). She knows that the third party account is not a Barclays account, she just wants to know which Barclays account it is linked to. Payments were made to that account in late 2011 from the Barclays account ending 4904.

That leaves the following accounts which Mrs M does not recognise:

| # | Account no. ending | Description |
|----|--------------------|--|
| 1 | 0138 | A joint mortgage account, opened with The Woolwich in March 2005. |
| 2 | 1107 | A mortgage opened in March 2005. No other details are available. |
| 3 | 1341 | A joint Everyday Saver account, open from July 2007 until July 2016. |
| 4 | 2001 | A joint mortgage account, open from August 1994 to April 2005. |
| 5 | 3602 | An account in Mrs M's sole name, for her daughter. Closed July 2017. |
| 6 | 4678 | A joint Openplan Saver account, open July 2005 to November 2015. |
| 7 | 4901 | <i>For a reason I will explain below, I think this account does not exist.</i> |
| 8 | 4904 | Mrs M's sole personal current account, open 1994 to July 2017. |
| 9 | 5592 | A business savings account in the name of a partnership consisting of Mr and Mrs M; hardly used (2011 to 2013). |
| 10 | 6059 | A joint current account, opened in 1999, closed in March 2009. |
| 11 | 6670 | A joint Openplan Saver account (2005 to 2015). Linked to 4678. |
| 12 | 8195 | A joint mortgage current account, migrated from The Woolwich in November 2007 (formerly account ending 5713). |
| 13 | 8992 | A current account in Mrs M's sole name, opened 1999, closed in 2009. |
| 14 | 9586 | A joint savings account (12 April 2014 to 10 Nov 2015), never used. |
| 15 | 9774 | <i>For a reason I will explain below, I think this account does not exist.</i> |
| 16 | 059 | These are six current accounts listed on a cardholder protection policy (CPP). Accounts 606 and 657 are not Barclays accounts. 904 is certainly the same account as 4904 (account no. 8 above). 059 is a joint account, so I think it must be the same account as 6059 (account 10). The one we don't have a number for is a Visa Premier Barclays Connect account. (I will refer to these as "the CPP accounts.") |
| 17 | 606 | |
| 18 | 657 | |
| 19 | 904 | |
| 20 | 907 | |
| 21 | Unknown | |
| 22 | EF6219 | A share dealing account, open from 1999 to April 2015. |
| 23 | KA3117 | A share dealing account, opened in August 2014. |

Barclays has no record of any account for Mrs M ending with 4901, and I think this is just a typo for 4904. So I think accounts 7 and 8 on the above list are the same account.

Account 15, ending 9774, has the same sort code and almost the same account number as the £50,000 mortgage account (which ends with 8774 but is otherwise identical). But Barclays has no record of it. So I think it is really the mortgage account, with a typo which made one digit different, which made it look like another account. (There was also another account with the same account number as the mortgage account, but with a non-existent sort code, which is certainly a typo for the mortgage account.)

For the reasons I explained in the table above, I think account 16 is the same as account 10, and account 19 is the same as 8. So there are only 19 accounts in the table, not 23, of which only 17 are Barclays accounts. (I haven't listed the two Barclays accounts Mrs M does recognise, or the Barclaycard account, or the third party account.)

As well as the account numbers I have listed above, Mrs M has mentioned some other numbers which she thought were account numbers, but which the adjudicator has explained are not account numbers but former online banking and telephone banking registration numbers (ending 9306 and 8445 respectively). I have verified that that is correct. Her online banking and telephone banking have been deactivated.

The user ID number beginning with H belongs to the member of Barclays staff who printed the document on which Mrs M saw it. It does not relate to Mrs M.

Mrs M told our adjudicator that during the marriage she had left all financial matters to her husband. I think this explains why she does not remember the joint accounts they had with Barclays. He would have opened the accounts, after asking her to sign the application forms (where applicable), and after that she did not use them. Most of these accounts were closed in 2013 or earlier, so I think she just forgot about them. Account 5592 was never used, so I can't see why her ex-husband would have wanted to fraudulently open that account in both their names, without her knowledge or consent, only to not use it. I've seen no evidence that any of the accounts were opened or used improperly.

Mrs M has complained about her name being removed from the joint accounts. But she has also told us that when she was divorced, the court ordered that her ex-husband should thereafter be solely liable for a number of joint accounts and joint loans. Complying with that order would therefore have involved removing Mrs M from the relevant accounts, so I can't fault the bank for doing that. This also suggests that the court knew about those accounts, contrary to her assertion that the court was only aware of one of them (the £50,000 mortgage).

I don't agree that there is anything suspicious about the opening of the joint accounts. Mr M ran a business, which was structured as a partnership with Mrs M. She insists that she didn't know she was a partner, and that she thought she was an employee. I don't disbelieve her, but if she thinks there was any impropriety involved then that is a matter which she should have raised in the divorce proceedings. It's not something I would expect the bank to have been aware of, since she signed the necessary forms and she co-owned the business premises. The commercial mortgage was secured on those premises, and she knew it was in their joint names (or in the name of the partnership), and she knew she was liable for it. I see no basis for inferring that there was anything untoward about the other joint accounts either.

Some of the accounts have never been joint accounts, and have been held solely in Mrs M's name. She has complained to Barclays about the 4904 account twice before (once about a standing order in 2004, and again about a transfer in 2011). This account was used all the time for normal, day to day purchases. She's had it for 25 years. I can't tell why she didn't recognise it. She says that some of the purchases made from that account between 2012 and 2016 are suspicious and she denies making them, but I have seen no evidence to support that. I think it's more likely that she's just forgotten them. I can't see how her ex-husband could have had access to the account after the divorce in 2013.

Some accounts were closed ten or more years ago. I would not expect a bank to retain records of closed accounts for longer than six years, so it has not been possible to provide Mrs M with as much information as she would like to have about these accounts.

I have not been able to find any record of the 1107 mortgage account, and neither has Barclays. This account is only mentioned in an entry on Mrs M's credit file, in which the first fourteen digits are withheld. Since that is enough concealed digits for a sort code and an eight-digit account number, it's possible that this is actually one of the other mortgage accounts, with its account number followed by a four-digit reference number, 1107. Our adjudicator thought it was the 0138 account, which was opened in the same month, March 2005. That is probably right, since I can see no other evidence that this is a separate mortgage.

There are two CPP accounts which I have been unable to identify: the 907 account and the Premier account. According to CCP, both accounts were in Mrs M's name. It's possible that CPP may be able to provide Mrs M with more information. However, these accounts are now closed, since they do not appear on a list of the open accounts which Mrs M still had with Barclays in December 2017.¹ I have seen no evidence which leads me to think that Mrs M has been the victim of fraud in relation to either of those accounts – or any of her other Barclays accounts either. I think that £150 is fair compensation for the matters for which it was paid. I therefore see no grounds on which to uphold this complaint.

Mrs M has asked how the 6059 account could have had two closing balances (because she saw a document which she read as saying she had been paid two different closing balances for the same account). I have seen the statements for that account, and there was only one closing balance, which was paid to her in two instalments: one of £5,000, and one for what was left.

Mrs M has complained about a document which refers to an account opening date in the year 2382, which she says is ridiculous. I would draw her attention to the sentence immediately to the right of that date, which reads "THE INFORMATION IN THIS FIELD IS NOT USED AND IS TEMPORARILY INACCURATE." I think that is a sufficient explanation.

I will not reconsider the complaint which this Service dealt with in 2014. That matter is closed and there is no good reason to re-open it now.

my final decision

So my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 11 May 2019.

Richard Wood
ombudsman

¹ The only personal accounts in Mrs M's name which were still open in December 2017 were 0138 (the joint mortgage on the marital home), 8195 (the joint mortgage current account) and 9006 (her own Barclaycard). She no longer has any business accounts.