

#### complaint

Mrs H complains that Nationwide Building Society allowed her husband to withdraw all the money from a joint account after she had asked for the account to be frozen. She wants half of the money withdrawn.

#### our initial conclusions

Our adjudicator didn't uphold the complaint. She thought Nationwide's offer of £400 compensation for allowing money to be taken from the account was fair. She didn't feel she could fairly say who the money belonged to. Mrs H doesn't accept this. She says Nationwide's mistake led to financial problems.

#### my final decision

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

There's no dispute that in 2011 Mrs H's husband withdrew over £80,000 from their joint account. And he closed the account. Mrs H says the day before she had asked for the account to be frozen. Nationwide says this happened a long time ago. So it has limited information. Its records show the account seems to have been frozen. But it can't explain why it allowed Mr H's withdrawal. Nationwide has offered £400 compensation for its mistake. I think this is a reasonable offer as it did allow funds to be withdrawn. But can't explain why.

Mrs H says Nationwide's error led to her financial problems. She thinks she's entitled to half of the money which was withdrawn. I sympathise with Mrs H situation. From what she's told us she's obviously had some difficulties to deal with. But unfortunately the account was a joint one. And we can't say who is entitled to what portion of the money. So I don't think I can reasonably ask Nationwide to give Mrs H half of the money that was withdrawn. Mrs H could try to recover the money she says she's entitled to through the courts.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs H either to accept or reject my decision before 11 April **2016**.

**Bridget Makins**

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.