

complaint

Mr B complains that Barclays Bank Plc did not act upon his instructions and mark his joint account as 'in dispute'. As a result, a third party on the account withdrew money from it. He also complains that the bank withdrew his internet banking facility.

our initial conclusions

The adjudicator recommended that the complaint should be upheld. He was satisfied, based on the evidence available, that Mr B requested both the joint accounts to be marked as 'in dispute'. In his view, Barclays did not act upon Mr B's instructions which allowed funds to be withdrawn by the joint account holder. Barclays said it made an error in relation to Mr B's internet banking facility. The adjudicator recommended Barclays pay Mr B £200 compensation for the distress and inconvenience caused. Barclays does not agree.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Barclays have provided. Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons. Barclays says Mr B only asked for one of the joint accounts to be frozen pending resolution of a dispute between the account holders. I am satisfied on the basis of the evidence available that it is likely Mr B asked for both the accounts to be frozen. It is not in dispute that Mr B was aware he had two joint accounts so it's not unreasonable to conclude that he would have wanted them both frozen. That he subsequently deposited the proceeds of a house sale in the savings account, believing it to be in his sole name by then, further supports the conclusion.

Like the adjudicator, I consider the issue of the payments made from the joint account should properly be resolved between the parties. I understand Mr B is, in fact, seeking legal advice about his position in relation to this aspect. I consider £200 compensation for the distress and inconvenience caused by not carrying out Mr B's instruction and for suspending his online banking to be fair and reasonable.

My decision is that I uphold this complaint. In full and final settlement of it, I require Barclays Bank Plc to pay Mr B £200 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 7 March 2014.

*Andrew McQueen
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

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

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.