

The complaint

Mr S complains that the Co-operative Bank Plc refused to remove his name from a joint account without the other account holder's consent, and refused to freeze the account.

What happened

Mr S agreed in early 2022 to be a joint account holder for a person that he had known for over ten years, after they moved abroad, to enable the transfer of property funds and the clearing of utility and other charges. In November 2022 the person accused him of stealing £5,000 through a cheque. He decided to remove his name and address from the account. He also became aware that the person was carrying out transactions that are illegal in the country where she is now living.

He asked the Co-Op Bank to remove his name from the account, but it explained that both joint account holders needed to sign the relevant form. In its final response letter of 3 April 2023, it explained that and also advised that it doesn't offer a freezing account option. It recognised that because of the time taken to investigate Mr S's complaint, the service it provided was not of its required standard and offered £25 for the distress and inconvenience.

On referral to the Financial Ombudsman Service, our Adjudicator said that Co-op Bank had acted in accordance with the terms and conditions of the account in requiring both account holders to consent to the removal of Mr S's name from the account. So he wouldn't be asking Co-op Bank to do anything more.

Mr S was not happy and provided a full statement setting out in particular that he had been subject to abusive controlling behaviour by the other joint account holder.

The matter has been passed to me for further consideration

What I've decided – and why

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

Mr S asked Co-op Bank to transfer the joint account into the other account holder's sole name and to freeze the account. In accordance with the terms and conditions of its accounts both account holders of a joint account are required to consent to one name being removed from that account. This applies even in the case of divorcing couples. This is the standard practice of banks and financial institutions and I can't ask the Co-op Bank to change its practice. Nor can I tell it to freeze the account as it does not provide this service. I'm really sorry if Mr S feels he has been treated badly but I'm afraid that if he wants his name to be removed from the account, and the other person doesn't consent, he might have to take legal action, and he should seek advice in that respect.

Mr S has provided a statement which provides more details of the reason why the joint account was set up and why he now wants to have his name removed. I've noted that he

refers to coercive and controlling behaviour by the other account holder. As far as I can see those details have not been shared with Co-op Bank, so I can't criticise it for not taking them into account when dealing with Mr S's complaint. I have checked, and Co-op Bank does have procedures for dealing with people who've suffered from economic and/or financial abuse. So he might want to raise all the points in his statement with Co-op Bank. I can't say that it would be able to take the action he believes it should, but it might be able to point him to other steps he could take.

There are also outside organisations who can help people suffering from economic and/or financial abuse. I can't set them out here but if Mr S wants details of those, he can ask our Adjudicator.

I've noted that Co-op Bank offered to credit Mr S's account with £25 for the delay in investigating his complaint. I think that was appropriate. I'm not clear if it has already credited the account but if it hasn't, and he wants a different account to be credited, or a cheque then he should ask Co-op Bank to provide the compensation in that way.

My final decision

The Cooperative Bank Plc has already agreed to pay Mr S £25 compensation.

So my decision is that The Cooperative Bank Plc, if it hasn't already done so, should pay Mr S £25.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 November 2023.

Ray Lawley
Ombudsman