

The complaint

Mr and Mrs J's complaint is Nationwide Building Society allowed their daughter, V, to close their joint account.

What happened

Mr J is a party to the complaint, but it has been brought to our service primarily by Mrs J, so I'll mostly be referring to her throughout this decision.

Mrs J has said that Mr J was diagnosed with dementia and Alzheimer's in May 2020. Mr J completed a Power of Attorney in July 2021, which was registered with the Office of the Public Guardian in January 2022.

In September 2021, Mr J went into a Nationwide branch and asked to close the joint account he held with Mrs J. This was completed and the balance was transferred to an account in Mr J's name. Mrs J feels this should not have been completed as she had made Nationwide aware that Mr J was vulnerable and suffering with medical issues. And she thinks it was clear that their estranged daughter, who I'll call V, was influencing Mr J and had convinced him to close the account.

Nationwide issued a final response letter in which it explained that the joint account had been set up as either to sign, meaning only one party to the joint account needed to be present for the account to be closed. They said that they made the necessary competency checks regarding Mr J's mental capacity and found him to be of sound mind, so they did not agree they had made an error when they closed the joint account.

Mrs J was unhappy with the outcome and referred the complaint to our service. Our Investigator looked into it and said that they thought Nationwide acted reasonably when it closed the joint account on Mr J's request. This was because they felt Nationwide had asked relevant questions to ensure Mr J was mentally capable at the time and that he was aware of what he was being asked.

Mrs J disagreed with this. She felt that V had accessed Mr J's online banking and had taken money from him. She reiterated that she felt V had manipulated Mr J into closing the account.

As an informal agreement could not be reached, the complaint has been passed to me for a final decision.

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.

In this decision, I have focused on the closure of the joint account as that was the main focus of Mrs J's original complaint to Nationwide, the main focus of Nationwide's final response

letter and the view by the Investigator. I understand there are other points that Mrs J has mentioned, such as V accessing online banking, issues with a Power of Attorney that she says V registered and Mrs J's accounts being closed. However, I have solely focused on the closing of the joint account.

According to the notes on file, it was Mr J who closed the account on 21 September 2021. I do not have Mr J's specific version of events as to what happened and I also don't have testimony from the staff who closed the account. Where this is the case, I must consider everything available to me to determine what I think is *most likely* in the circumstances.

As has previously been explained, the joint account was set up as either party to sign. This means that it was possible for either Mr or Mrs J to request for the account to be closed and the balance withdrawn and this could be completed without the other party being present. With this in mind, I don't think Nationwide made an error by allowing the account to close without Mrs J's input.

Mrs J has said that Nationwide were aware of Mr J's vulnerabilities at the time of the account closure as she informed them in around May 2021. Nationwide have said that they were first informed of Mr J's vulnerabilities on 20 September 2021. I can see that a Power of Attorney for Mr J was not registered with Nationwide at the time that the account was closed in September 2021. However, I think that though there was no Power of Attorney to follow, Nationwide still had a duty to protect both Mr and Mrs J's financial affairs, keeping in mind Mr J's vulnerabilities.

I can see from Nationwide's internal notes that they carried out their own checks on Mr J to ensure that he was mentally capable of making the decision to close his account. Nationwide cannot confirm the exact questions that would have been asked, as there appears to be set questions that can be chosen from but these will differ on each occasion. But they have confirmed Mr J was deemed to be mentally capable to make the decision to close the joint account. And based on what I've seen, I'm satisfied they carried out reasonable checks in this regard.

As the account was set up as either party to sign and following reasonable checks Mr J was determined to be capable of making the decision to close the account, I don't think Nationwide has made an error in the circumstances as I think they have carried out their obligations as I would expect.

Because of this, I don't direct Nationwide to take any further action to remedy this complaint.

My final decision

I do not uphold Mr and Mrs J's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 1 September 2023.

Rebecca Norris

Ombudsman