

**Ombudsman determination**

**CIFO Reference Number: 16-000314**

**Complainant: [The complainant]**

**Respondent: [Bank X]**

It is the policy of the Channel Islands Financial Ombudsman (CIFO) not to name or identify complainants in any published documents. Any copy of this determination made available in any way to any person other than the complainant or the respondent must not include the identity of the complainant or any information that might reveal their identity.<sup>1</sup>

[The complainant] complained to CIFO about alleged lost accounts held with [Bank X].

**Background**

On 1 March 2013 [the complainant's] partner, [redacted for anonymisation purposes], signed an *Additional Account Holder Instruction* form provided by the bank. The box was ticked to

“Amend All Accounts to Joint Status”,

which would have the effect of amending all his existing sole accounts with [Bank X] to include [the complainant] as a joint account holder.

[The complainant's partner] passed away on 7 March 2013. In [the complainant's] view, ownership of any former sole and now joint accounts held by [the complainant's partner] would have reverted to her after this date. Following production of a death certificate, [Bank X] transferred funds from the joint account to an account held by [the complainant] with [an alternative bank] on 22 April 2013.

The joint account was subsequently closed by [Bank X] in August 2013. [The complainant] thought there were two other accounts held by [the complainant's partner] of which [the complainant] should also have been made a joint holder and [the complainant] queried this with [Bank X]. However, [Bank X] was unable to locate any further accounts.

This situation regarding [the complainant's partner's] assets led to a dispute with other members of [the complainant's partner's] family. On 14 May 2013, [the complainant] received an email from [a relative of her deceased partner], confirming that she would not be a beneficiary of [her partner's] estate. The email also suggested that the purpose of [the complainant] being a joint account holder with [the complainant's partner] was so that [the complainant] could manage his affairs; the arrangement was not intended to

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<sup>1</sup> Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

provide [the complainant] with sole personal usage of [the complainant's partner's] savings and current accounts after his death.

[The complainant] had not noted the account numbers of the other two accounts which she alleges were in operation. She explained to CIFO that the bank had since informed her that any accounts were closed and there was nothing remaining in her name.

[The complainant] disputed [Bank X's] conclusion because she did not give permission for any accounts to be closed or funds transferred out to other individuals. She submitted that [Bank X's] final decision was that there was nothing left to reclaim.

As a fair and reasonable resolution to the complaint, [the complainant] asked CIFO to confirm the details of the two remaining [Bank X] accounts.

## Findings

The email [the complainant] received from [a relative of her deceased partner] on 14 May 2013 appears to suggest that [the complainant's partner] held more than one bank account. The following phrases appear in the email:

1. “[redacted for anonymisation purposes] [Bank X] accounts”;
2. “savings and current accounts”; and
3. “possession of the accounts at [Bank X]”.

This email is the only information available to this office which suggests that more than one account was in operation. However, the same email also refers to an account held with [Bank X] in the singular, where it reads:

“...whilst the matter of the [Bank X] account is outstanding...”. This would suggest there was only one account at [Bank X].

In order to clarify the contradictory information contained in the email, CIFO asked [Bank X] to search for accounts held by [the complainant's partner] which may not have been transferred to [the complainant] after he passed away. [Bank X] has confirmed that they are unable to trace any further accounts in the name of [redacted for anonymisation purposes].

[Bank X] has also checked whether any accounts were potentially held [overseas], given that [Bank X's] office [overseas] had previously paid dividends to [the complainant's partner's] account held in [jurisdiction 1]. However, [Bank X] confirmed that they did not hold any accounts for [the complainant's partner overseas].

Therefore, on the balance of probabilities, I consider that [Bank X] do not hold any other accounts which belonged to [the complainant's partner].

[The complainant's] view is that [Bank X] must have two further accounts or other investments which previously belonged to [the complainant's partner] and that the money has been kept by the bank, but the *Additional Account Holder Instruction* form signed by [the complainant] and [the complainant's partner] on 1 March 2013 only

specifies one existing sole current account – [redacted for anonymisation purposes]. Given that the bank has conducted searches and there are no details available about any other accounts, I cannot conclude that [Bank X] have acted unreasonably.

### **Final decision**

My final decision is that I do not uphold this complaint.

[The complainant] must confirm whether she accepts this determination either by email to [ombudsman@ci-fo.org](mailto:ombudsman@ci-fo.org), or letter to Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG, by **22 August 2017**. The determination will become binding on [the complainant] and [Bank X] if it is accepted by this date. If we do not receive an email or letter by the deadline, the determination is not binding. At this point [the complainant] would be free to pursue her legal rights through other means.

If there are any particular circumstances which prevent [the complainant] confirming her acceptance before the deadline of 22 August 2017, [the complainant] should contact me with details. I may be able to take these into account, after inviting views from [Bank X], and in these circumstances the determination may become binding after the deadline. I will advise both parties of the status of the determination once the deadline has passed.

Please note there is no appeal against a binding determination, and neither party may begin or continue legal proceedings in respect of the subject matter of a binding determination.

Douglas Melville  
Principal Ombudsman and Chief Executive

Date: \_\_\_\_\_