

## **The complaint**

Mr C has complained Santander UK plc allowed a third party to withdraw £70,000 from his bank account without checking with him.

## **What happened**

Mr C held a joint account with a third party (who I'll call Mr E). This account had been deactivated since April 2019. In 2021 Mr C – expecting to receive a large credit – decided to start using the account again. He phoned Santander. He also contacted Mr E and asked him to take his name from the account.

Mr E didn't do this. Mr C received a legacy following his mother's death. In late September he noticed £70,000 had been withdrawn. He complained to Santander. Santander confirmed the account had remained in joint names and Mr E had gone into a branch to make the transfer to an account overseas.

As Santander didn't believe they'd done anything wrong, Mr C brought his complaint to the ombudsman service.

Our investigator noted Santander no longer held a copy of the call when Mr C believed he'd been told the account was safe to use. However, our investigator believed the evidence showed the account remained jointly-held. Mr C had never checked with Santander that Mr E had taken his name off the account. Although she sympathised with what had happened, she didn't think it would be fair to ask Santander to repay Mr C.

Still unhappy, Mr C has asked an ombudsman to consider his complaint.

## **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.

Having done so, I've reached the same conclusion as our investigator. I'll explain why.

Firstly there's no dispute this account was opened as a joint account for Mr C and Mr E. The terms and conditions of a joint account with Santander allow both parties to authorise transactions without the bank being required to get any further authorisation from the other account holder.

The key to this complaint is that Mr C clearly believes this was no longer a joint account. He'd asked Mr E to remove himself from the account and it seems logical this was done after Mr C's initial call with Santander to reactivate the account.

From the records I've seen there's no reason not to believe the Santander member of staff wouldn't have followed their normal training. When an account is reactivated, the record that I've seen would suggest the member of staff would have confirmed the account remained in joint names. This would explain why Mr C was prompted into contacting Mr E.

The problem is that Mr E didn't remove himself from the account, nor is there anything to indicate that Mr C followed this up either with Santander or Mr E.

I'm surprised this didn't happen. Particularly as Mr C was expecting to receive a large deposit into the account.

I don't dispute Mr C's belief he was told the account was safe to use. But I don't think that means that it was no longer operating as a joint account, rather that it had been successfully re-activated after a period of dormancy. I do believe that if Mr C had specifically asked if the account remained a joint account, then Santander would have confirmed it was and there'd be a specific record of this on existing call notes.

Mr C has told us he didn't receive paper statements. He also saw no need to review his electronic copies, available when using online banking. He managed his account by reviewing the transactions so didn't need to check his statements. I believe Mr C accepts that if he had reviewed a full electronic statement, it would have clearly shown that the account was in joint names.

Mr C's argument is that both online and mobile banking didn't show the account was in joint names. That's not at all unusual. When reviewing accounts you can generally only view those in your own name (joint and sole) whether that's using a mobile banking app or banking online.

I have looked at the specific transfer Mr E made in September 2021. I wondered whether there was anything about this that should have sparked Santander to ask questions when Mr E was making the payment. Certainly the amount and the destination (an overseas account in another person's name) meet those criteria. But from Santander's evidence, I can see their fraud department did ask more than a few questions of Mr E. These are generally to identify whether the customer is an unknowing victim of a scam. In this case – as Mr E was in fact the person scamming someone else – I can see Santander got the answers they'd need to allow the payment to be made. I don't believe Santander did anything wrong here.

I appreciate that Mr C has lost out badly but I don't think this was Santander's fault. The transfer was properly authorised. The payment wasn't being made by an account holder whilst being scammed. In fact a properly authorised account holder was committing a crime and stealing Mr C's money. I know Mr C has raised this matter with the police and I'm sure Santander will do all they can to facilitate this.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr C's complaint against Santander UK plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 December 2022.

Sandra Quinn  
**Ombudsman**