

## **The complaint**

Mr S complains that Santander UK Plc won't allow him to withdraw the balance held in a joint account.

## **What happened**

Mr S holds a joint account with a family member. The balance in the account was intended to cover the cost of storing another family members possessions in a safe storage facility.

In April 2020 the other joint account holder transferred a significant amount of the balance in the account to their own personal account without Mr S' knowledge. Mr S contacted Santander about this and Santander recorded the account as being 'in dispute'. This meant that the other account holder was prevented from withdrawing further funds, but it also meant that Mr S couldn't access the money in the account either.

Mr S says he subsequently found out that he could have withdrawn the remaining balance without the other account holder's permission had Santander not put the account in dispute. And he feels Santander should have explained this option to him when he contacted it in 2020. So, he complained to Santander in 2021.

Santander didn't uphold this complaint. It said that the account had been set up so that either party could authorise transactions on the account independently, so it could not have prevented the other account holder from withdrawing funds when they did. But when Mr S told it about the dispute between him and the other account holder, it acted correctly by putting the account in dispute.

Mr S complained to Santander about the same issue again in late 2023. Santander issued a new final response to the complaint in January 2024. It agreed that if Mr S had been given a different option (rather than putting the account in dispute) in 2020, he most likely would have taken it. But as the account was now in dispute it couldn't release any further funds without authority from both account holders.

Unhappy with the outcome, Mr S referred the complaint to this service. He said he is no longer in contact with the other account holder and as he can't access the funds in the account, he's had to pay the storage costs himself.

One of our investigators looked into it but, ultimately, he didn't uphold the complaint. He said the other joint account holder was entitled to withdraw the funds when they did. But once Santander was made aware of a dispute it would have been inappropriate for it to tell Mr S that he could withdraw the remaining balance.

Mr S didn't agree. He maintained that allowing him to withdraw the remaining balance was a better option than blocking the account as this means the funds can't ever be accessed. And he asked for an ombudsman to review the matter. So, the complaint has been passed to me to decide.

## **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 overall conclusion as the investigator. I know Mr S will be disappointed as I can see he feels strongly that Santander should allow him to withdraw the remaining balance in the account. So, I'll explain why.

In Section 13 of the account terms and conditions under the heading '*Joint accounts*', it says:

*'Each of you can operate the account on your own, without the other's approval. This means, for example, we'll make payments or let you borrow on the account if one of you asks us'.*

So, I'm satisfied that Santander didn't do anything wrong when it allowed the other account holder to transfer funds out of the account when they did.

I acknowledge that had Mr S not contacted Santander when he did, he also could've withdrawn funds from the account without the other account holder's permission. But he didn't. Rather, he contacted Santander to ask it to stop the other account holder removing more money from the account.

In this respect, the account terms and conditions go on to say:

*'What if you have an argument with another joint account holder?*

*If one of you tells us there is a dispute between you, we may require all of you to approve further instructions about the account. If we do this, we may cancel any cards or chequebooks you have and stop you making payments on your own through Online, Mobile or Telephone Banking'.*

So, as soon as Mr S made Santander aware of a dispute between him and the other account holder, I find Santander acted in accordance with the terms and conditions in putting the account in dispute which meant that both account holders need to authorise any debit transactions.

I appreciate Mr S was given the impression – in the January 2024 final response letter, that Santander could have given him some other options when he contacted it in 2021 rather than putting the account in dispute – for example, by allowing him to withdraw the money. But I'm satisfied that the suggestion that there may have been other options was incorrect as the terms of the account – and the original final response letter, make it clear what happens in such circumstances.

I've thought about whether receiving incorrect information in January 2024 warrants Santander paying a compensation award to Mr S. But as Santander set out the correct position in 2021, I don't find that the final response issued in January 2024 meant Mr S was caused any material inconvenience.

I do appreciate that the current situation means the account balance – as things stand, is not accessible. But I can only uphold Mr S' complaint if I thought Santander had done something wrong or treated Mr S unfairly. And I don't think it did.

## **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 June 2024.

Sandra Greene  
**Ombudsman**