

The complaint

Mrs S complains that Santander UK Plc ('Santander') acted incorrectly when registering a power of attorney.

What happened

Mrs S is a joint account holder with a person I'll call 'M' – who, some time ago, had arranged an Enduring Power of Attorney ('EPA') showing another person whom I'll refer to as 'B' named as M's attorney.

Mrs S complained that Santander registered the power of attorney giving B access to the joint account without telling her and without obtaining consent.

Santander didn't uphold her complaint and said that it had followed its power of attorney process correctly when it registered B on the account. It said it wasn't part of its process to notify Mrs S when it did this.

Mrs S brought her complaint to us and one of our investigators looked into what happened. The investigator didn't uphold Mrs S' complaint or feel that Santander needed to do anything more saying, in summary, as follows:

- there are no specific rules or regulations requiring a bank to notify a joint account holder that the other account holder has a power of attorney set up.
- Santander was able to act on M's instructions (regarding B's appointment as attorney in the EPA) without needing to consult or notify Mrs S.
- Santander had explained that to be able to remove B as attorney on the account, it would need to see a Deed of Revocation from the Office of the Public Guardian.

Mrs S disagreed. She mainly said:

- she is the joint account holder with M as well as a person who had power of attorney before B lodged his application to be added to the account.
- Funds in the account belong to her and B cannot have access to those.
- She is concerned that fraud may have been involved if the EPA was registered online.
- Neither she nor M knew about or consented to the registration of the EPA, which dated back more than twenty years.
- B timed the registration knowing that Mrs S would be out of the country during the 14 days' notice period when she could have challenged the registration.
- She has been told that she should approach the Court of Protection to have the EPA

revoked or de-registered, but this is costly and feels unfair.

Mrs S also provided further information explaining why she has concerns about B being allowed to access the joint account.

The complaint has come 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.

I've carried out an independent review and having done so, I've reached the same conclusion as our investigator.

My role is to consider the evidence presented by the parties and reach an independent, fair and reasonable decision based on the facts of the case and the evidence provided by both sides.

In doing so, I may not address every single detail that's been mentioned and I've summarised what happened only briefly and often in my own words. But it doesn't mean I haven't considered the evidence and what's been said here – it just means I haven't needed to specifically refer to everything in order to reach a decision in this case. To be clear, we've treated this as Mrs S' complaint about Santander and I've summarised above the main points relevant to my consideration of Santander's role in this matter. So whilst Mrs S has mentioned that M wasn't made aware or asked to consent when B registered the EPA that M had executed some years ago, M isn't party to this complaint so this information doesn't affect the outcome here.

In order to uphold Mrs S' complaint, I would have to find that Santander made an error or acted unfairly or unreasonably. So this is the focus of my decision.

I appreciate how strongly Mrs S feels about Santander registering B to be an attorney on the account. But how businesses choose to operate and their internal processes come under the oversight of the regulator - the Financial Conduct Authority (FCA). So it's not up to me to tell Santander how it should deal with power of attorney applications. But I've thought carefully about whether Santander acted fairly and reasonably here – and I think it did.

I say this because Santander told us it followed its internal process for registering a person with power of attorney when it added B to Mrs S and M's joint account. Santander would have been able to see the EPA executed by M, which appears to show that M appointed B to act as her attorney (and what this document shows doesn't seem to be disputed by Mrs S). It doesn't matter that the EPA was made some years ago – the EPA lasts for the whole of M's life, unless and until M takes steps to change things. Santander's process didn't require notice to be sent to Mrs S when it added B to the account as a person able to give instructions on behalf of M. And there isn't any general or wider obligation requiring Santander to have done this. So this isn't a reason for me to uphold Mrs S complaint.

I appreciate that Mrs S feels it is unfair that she should have to incur legal costs to challenge the EPA. But I'd expect Santander to follow M's lawful instructions as set out in the court approved EPA.

I haven't seen enough to show that Santander would've had any particular reason to suspect fraud or grounds to decline to register B on the account. And it's fair to say that without a

Deed of Revocation showing that the EPA no longer reflects M's wishes, Santander is unable to simply remove M's duly appointed attorney from the account.

It makes no difference to this complaint that Mrs S might also hold a power of attorney for M – irrespective of whether she's been a named attorney for longer than B or if she's been appointed as attorney more recently.

After taking into account everything that Mrs S and Santander have told me, I haven't seen enough to show that Santander did anything wrong or that it treated Mrs S in a way that wasn't fair and reasonable.

So I can't uphold this complaint.

In case it's helpful for Mrs S to know, I would just mention that I have also thought carefully about whether there's been any tangible loss to Mrs S here and what the impact has been on her, beyond worry and concern about what *may* happen in future. But even if I had upheld this complaint, I couldn't award compensation for hypothetical issues as it's not within the remit of this service to do so. So while I understand Mrs S' concerns, it's not clear to me that there has been any actual financial loss to her as a result of Santander's actions. And Mrs S' concern about what could and might happen is something that might be best addressed between her and the other parties on the account.

I hope that setting things out as I've done helps explain how I've reached my conclusions and even though this isn't the outcome Mrs S hoped for, she will at least feel that the Financial Ombudsman Service has fully considered the complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 14 January 2025.

Susan Webb
Ombudsman