

The complaint

Mr and Mrs S complain that Santander UK Plc closed their accounts and failed to recognise transactions out of their joint account as suspicious.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr and Mrs S jointly held accounts with Santander. In January 2025, they were informed by letter that their accounts would be closed, in response to which they raised a complaint. They also complained about transfers out of the account to an individual who had blackmailed their daughter for more than ten years, which Santander failed to recognise as suspicious.

Santander didn't accept it had done anything wrong. It said it had no record of vulnerability on the account, and the accounts were closed due to a CIFAS marker which had been placed against Mrs S's details. It said Mrs S could submit an appeal for the closure decision to be reconsidered upon receipt of evidence that the marker had been removed, agreeing an extension of three weeks before progressing to the closure of the account.

Mr and Mrs S weren't satisfied and so they complained to this service. They said Santander should have intervened to stop the transfers, and its failure to do so resulted in their loss. They maintained that Santander didn't properly consider their vulnerabilities as a disabled family, and they were unhappy that the accounts were due to be closed.

Responding to the complaint, Santander said it was unclear which payments Mr and Mrs S were disputing and that there was limited information about the circumstances. It said that none of the activity was flagged as suspicious, and Mrs S received monthly statements by post and Mr S received them via online banking, so they should have contacted it as soon as they discovered any unusual activity. It was also unclear whether they'd allowed their daughter to use their account.

Regarding the account closure, it said Mr and Mrs S were given 60 days notice, and the accounts were removed from the closure list to allow them more time to confirm the removal of the marker.

Our investigator didn't think the complaint should be upheld. She noted that Santander had asked for evidence of the CIFAS marker being removed, and she was satisfied that was fair. She further noted there was no evidence that it had been notified about any vulnerabilities, and there was limited information about the alleged blackmail, or how the account was accessed and used by Mr and Mrs S's daughter.

She further commented that Mr and Mrs S had monthly statements and should have reported any unauthorised or unrecognised transactions. And it wasn't clear which transactions they were disputing.

Mr and Mrs S have asked for their complaint to be reviewed by an Ombudsman, questioning why it was acceptable for Santander to ignore over £100,000 in cash deposits and transfers despite knowing they are on benefits and disabled.

They've further explained that their daughter was coerced, blackmailed, and repeatedly threatened, and that they lived in fear for her life and the safety of their family. They believe Santander knew about their vulnerabilities as their accounts received disability and carers benefits, yet they failed to flag the deposits as suspicious.

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. And for largely the same reasons.

Disputed payments

Mr and Mrs S have said that there were large sums of money moving in and out of their account and being sent to an individual who had been blackmailing their daughter for over ten years. But as they haven't specified which payments they are disputing, I can't fairly conclude that they are entitled to a refund of any money which might have debited their accounts without their authorisation or consent. Similarly, in the absence of more information about specific transactions, I can't fairly conclude that Santander should have done anything to prevent them.

Santander has said there is insufficient information to enable it to investigate Mr and Mrs S's claim, and in the circumstances, I'm satisfied that is reasonable.

Account closure

I'm satisfied the closure of the accounts was within the terms and conditions of the accounts and that Santander has explained that the accounts were being closed due to a CIFAS marker against Mrs S's name. I further note Mr and Mrs S were given time to produce evidence that the CIFAS marker was being removed, and I'm satisfied that was reasonable.

Vulnerability

I haven't seen any evidence that Santander was asked to make reasonable adjustments to Mr and Mrs S's accounts. Mr and Mrs S have argued that it ought to have known they were vulnerable because they had received disability and carers benefits into the account, but we wouldn't expect a bank to deem a customer vulnerable in the absence of direct communications to that effect.

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 Mr S and Mrs S to accept or reject my decision before 30 December 2025.

Carolyn Bonnell
Ombudsman