

The complaint

Mrs M complains on behalf of the estate of Mr H that Santander UK Plc ('Santander') has declined to release money held in a joint account that included the late Mr H as an account holder.

Mrs M has authority to bring a complaint on behalf of the estate and she is represented in this matter by Mr H1.

What happened

The late Mr H held a joint savings account with an unidentified person I'll call 'X'. When Santander was notified of Mr H's death, his name was removed from the joint account leaving X as the sole account holder.

Mrs M and Mr H1, who are both closely related to Mr H, can't identify X and think an error was made when the account was set up in 1993. They believe it's likely that Mrs M was the intended other joint account holder and a mistake was made when her details were incorrectly entered and there is no other person 'X' with the details Santander has recorded.

Mrs M and Mr H1 want Santander to release money held in the former joint account to reimburse the funeral costs of the late Mr H that they paid. But Santander said there was nothing to show it had made any error and it couldn't disclose any information to Mrs M unless she could show she had jointly held an account with Mr H.

Our investigator thought it was reasonable for Santander to say it wasn't able to release money in the account given that there was another listed account holder who wasn't Mrs M.

Mrs M and Mr H1 disagreed, saying they believe there are too many anomalies and unanswered questions and they feel Santander is being obstructive.

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.

I've seen bank statements showing that the late Mr H jointly held a savings account with a person who shared Mrs M's surname but had a different first name. And from what Mrs M and Mr H1 have told me, I can understand why they think the explanation for this might simply be that a mistake was made when the account was set up.

Santander said it can't locate the original application form and identification documents so it can't provide any information about what checks might have been done in 1993. That's unsurprising as I wouldn't reasonably expect Santander to hold on to old records indefinitely. Data protection requirements mean that, generally speaking, businesses are required to set reasonable retention periods for the information they hold. Although Santander isn't able to produce information showing it established X's identity in 1993 and it doesn't have any other contact information for X, this isn't enough for me to uphold this complaint.

I asked Santander to send me all the information it holds on its system relating to X. As far as I can see, there's nothing recorded in Santander's records that might link X and Mrs M. I must consider the evidence presented by both parties, and reach an independent, fair and reasonable decision. My findings are made on a balance of probabilities, in other words, what is more likely than not, based on the evidence provided by the parties.

I have no reason at all to doubt that Mrs M and Mr H1 are certain about what they've told us – but that's not enough for me to be able to uphold this complaint. Taking everything into account, I haven't seen enough to be able to fairly and reasonably conclude that Mrs M is the surviving joint account holder. So it's not up to me to tell Santander that it should pay money from the account to Mrs M. That would be a matter for the courts to decide if Mrs M is unable to persuade Santander that she and X are the same person.

It makes no difference to my decision that it looks like only Mr H ever operated the account and all the account statements were sent to his address (although this might be something the courts would take into account when deciding whether or not the money in the account belongs to the estate).

To be clear, my role is limited to considering the impact of the bank's actions on the estate, rather than the impact on Mrs M or Mr H1 personally. Here, I can't fairly say that the estate has lost out because on death, ownership of money held in a joint account generally passes to the surviving joint account holder. And according to Santander's records, there is a surviving account holder X – and X's details don't match Mrs M's. So I am satisfied that Santander has valid concerns about ownership of the account and why this means it is unable to discuss the account with Mrs M or give her access to the money in it.

To sum up, after taking into account everything that Mrs M has told me, I haven't seen enough to show that Santander did anything wrong or that it has acted in a way that impacted unfairly and unreasonably on Mr H's estate. So I can't uphold this complaint.

I hope that setting things out as I've done helps explain how I've reached my conclusions. If she hasn't already done so, Mrs M might want to consider seeking legal advice.

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 the estate of Mr H to accept or reject my decision before 8 July 2025.

Susan Webb
Ombudsman