

The complaint

Ms F and Mrs F have complained Santander UK plc did nothing to stop one of Mrs F's daughters withdrawing more than £45,000 from the savings account from 2023-24.

What happened

Mrs F, who is now more than 90 years old, opened a savings account in May 1992 with one of her daughters (who I'll call Ms F2). In 2008 Ms F, another daughter, was added to that account. This complaint is about that joint savings account.

In 2023 Ms F became the sole attorney for Mrs F and registered the lasting power of attorney for financial affairs with Santander. Ms F later became aware that her sister, Ms F2, still held a debit card for the savings account and over a period of slightly more than a year withdrew more than £45,000 within branch using her card. Mrs F's pension and DWP payments were made into this account and Ms F was shocked this could happen.

She asked Santander to refund the money her mother had lost. Santander refused to do so as Ms F2 had remained a joint account holder and retained her card throughout. Nobody had told them she was not to have access to the account.

Ms F was strongly dissatisfied with this and brought her and her mother's complaint to the ombudsman service.

Our investigator reviewed the evidence. Santander had no record of any meeting between Mrs F and their staff in 2022 when they were supposedly warned of Mrs F's status as a customer at risk. She also noted that Ms F2 was never removed from the savings account so under the existing legislation, the withdrawals were authorised. She wasn't going to ask Santander to do anything further.

Ms F, on behalf of her mother and herself, has asked an ombudsman to consider this 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 outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

When considering what is fair and reasonable, I'm required to take into account: relevant law

and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to this complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

To help me come to a decision, I've reviewed the evidence Santander provided as well as Ms F's testimony on behalf of her mother. I also asked Santander and Ms F further questions before coming to my decision.

I'm aware that I haven't gone into all the detail about Mrs F's family and the difficulties she's had. However, I have read all of Ms F's submissions and what she has told us about her siblings and her concerns about their mistreatment of their mother.

I'm satisfied the withdrawals carried out by Ms F2 were authorised. I say this because this savings account was a joint account with Ms F2 holding her own debit card. Despite a power of attorney being registered, Ms F2 status as a joint account holder would not change. Therefore, the transactions, completed by Ms F2 using her own debit card – which she'd held before the power of attorney was registered – are authorised under the PSRs.

I can imagine that Ms F may have felt otherwise but she'd always been aware that her sister was a joint account holder with her mother and herself. Santander has confirmed that they couldn't remove Ms F2 from the account without her consent. However, Mrs F and Ms F could have opened an additional savings account and transfer the credits received into the original savings account to a new account which would then only have been in Mrs F and Ms F's names.

I'm also aware the disputed transactions don't start until about nine months after Ms F becomes the sole attorney for her mother's financial affairs. Ms F had registered to receive account statements online. I note the transactions – despite the very large amount being withdrawn over the 13 months this went on – were never noticed by Ms F.

I've seen nothing amongst customer notes that Santander has provided – and I asked for all evidence – to show any meeting in 2022. I can't imagine that if safeguarding issues were raised, these would not have been noted as that would have clearly been a dereliction by Santander.

I can't know – because I've not got Ms F2's version of events – why this money was withdrawn by her. I'm aware Ms F believes this is theft. However, based on the legislation and what this says about authorisation, I am obliged to say that the withdrawals were authorised. I appreciate that Ms F will disagree with this outcome, but I can see why Santander believes this is a civil dispute rather than an issue where transactions were made without authorisation.

My final decision

For the reasons given, my final decision is not to uphold Mrs F and Ms F's complaint against Santander UK plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F and Mrs F to accept or reject my decision before 15 September 2025.

Sandra Quinn

Ombudsman