

The complaint

Mrs A complains Santander UK Plc allowed a withdraw without her authority from a joint account, despite both parties signing a mandate requiring them both to sign for withdrawals.

What happened

I sent the parties a provisional decision in October 2025, in which I set out the following background and my provisional findings. As both parties are aware of the circumstances I will only summarise here and keep the details to the minimum required, as agreed:

- Mrs A was party to a joint account. The parties to the account signed a form for both signatures to be required for withdrawals. Subsequently, one of the parties made a withdrawal without the signature of the other.
- Santander accepted this shouldn't have happened, explaining it hadn't changed the account to joint signatures as this wasn't an option on the type of account the parties held and shouldn't have been accepted. However, Santander refused to refund Mrs A the sum the other party had withdrawn.
- Santander offered £200 compensation for the error and explained it had fed back to branch staff and explained the option shouldn't have been available on the form.
- Our investigator didn't think Santander had done enough. They recognised Santander's error had caused some significant distress and inconvenience and thought it should pay an additional £300 compensation to Mrs A.
- However, our investigator didn't think Santander should refund or seek to recover the funds from the third party.

Mrs A disagreed with our investigator's recommendation, so her complaint was passed to me to make 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.

- Having examined the form, I also accepted Santander made an error.
- I was pleased to hear Santander is taking steps to rectify this.
- Both parties are aware of my reasons for not awarding the funds withdrawn to Mrs A, which were discussed in the provisional decision, so I will not repeat them here as agreed with Mrs A
- However, I accepted the error had caused significant distress and inconvenience and thought our investigator's recommendation of £500 total compensation was fair and reasonable in the circumstances.

Santander accepted my provisional decision.

Mrs A rejected my provisional decisions and made further representation to our service following it. I would assure Mrs A I have considered the points she made carefully and have also reconsidered my provisional decision before finalising this decision. Having done so, I

am satisfied the provisional decision I issued to both parties provided my thoughts regarding all of the points Mrs A has recently raised. I will not elaborate further here for the reasons Mrs A and our service has discussed.

I would also highlight if Mrs A rejects this decision, Santander would not be bound by it, but all options would remain open to her. This would include taking legal action against Santander should she wish to.

My final decision

If it has not already done so, I require Santander UK Plc to pay Mrs A a total of £500 compensation for the distress and inconvenience it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 4 December 2025.

Gareth Jones
Ombudsman