

The complaint

Mr E complains that there should be a balance in an old savings account held with Santander UK Plc.

What happened

Mr E was the beneficiary a savings account with Abbey National, now Santander. His wife, Mrs E, was Trustee of the account. Mrs E sadly passed away in 2001.

Mr E recently found a passbook for the savings account which showed it was last accessed in 2000 and had a balance of around £11,000 at that time. Mr E also found an annual statement from April 2001 to April 2002 which showed interest was paid into the account in April 2002.

Mr E said the savings account wasn't included in Mrs E's estate and he wasn't aware of its existence before finding the passbook, so he believes the account should still hold a balance.

Santander said the account was closed in 2001. It said the annual statement showing interest was paid in 2002 must have been sent in error. It offered £200 for poor customer service.

The complaint was referred to our Service. Our Investigator thought the account had been closed in 2001 and the compensation offered by Santander was fair. Mr E didn't agree, so the complaint has passed to me to make a 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.

Due to the amount of time that has passed, there is limited information available about the savings account. I've reviewed the images of the passbook provided by Mr E, along with the 2002 annual statement showing interest was paid into the account. And I've also reviewed the system notes Santander has provided from one of its archived systems. Having done so, on balance I'm satisfied the account was closed in September 2001.

Santander has provided evidence from its archived system that shows the account was closed on 7 September 2001 with a nil closing balance. I've no reason to doubt the accuracy of the records kept in Santander's archived system. It therefore follows that the balance was withdrawn from the account and the account closed in 2001.

Mr E is concerned that the account wasn't included in Mrs E's estate in 2001. I can appreciate why this gave Mr E cause to question what happened to the funds and the account itself. But as Mrs E was the Trustee of this account, and not the beneficiary, the funds within the account weren't Mrs E's. Therefore, this account wouldn't be included in her estate. So, the account's absence from Mrs E's estate does not indicate that the account

wasn't closed. The specifics of the trust agreement would outline what should happen to the account funds following the death of the Trustee.

I can also understand why the annual statement from 2002 caused Mr E further doubts as to whether the account was actually closed. The statement shows that interest was paid into the account dated April 2002, for the year April 2001 to April 2002. I can follow Mr E's logic that interest being paid into the account in 2002 would indicate the account wasn't closed in 2001. However, I think it is more likely that this represented interest paid into the account for that financial year, of which the account remained open for some of that time. Santander has said the statement was sent in error and I think it's likely that the error was the statement being sent when it was, and not when the account closed. But I don't consider that this statement evidences the account wasn't closed when the system notes show it was.

Santander has offered Mr E £200 for its poor customer service. I do think Santander's communications around this account have been unclear and confusing. And I agree £200 represents a fair way to put right the uncertainty this has caused Mr E.

I realise how disappointing my decision will be for Mr E when he thought he had found a significant balance in an old account. But I'm satisfied that, on balance, the evidence shows the account was closed in September 2001 with a nil balance.

I appreciate Mr E's strength of feeling on this, and I'm sorry to disappoint him. But I've carefully thought about it, and I don't consider the savings account remained open after 2001 or that there was a balance remaining in the account when it closed. So, I won't be directing Santander to do anything further.

My final decision

Santander UK Plc should pay Mr E £200 directly for the distress and inconvenience he has been caused. If Santander has already paid some or all of this amount, it can deduct it from the total payable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 13 February 2026.



Emma Taskas
Ombudsman