

## **The complaint**

Mr B on behalf of Mrs B complains Santander UK Plc allowed a third party to transfer money out from Mrs B's current account.

## **What happened**

Mr B contacted Santander in February 2025 to confirm that he and his brother had been granted deputyship by the Court of Protection for their mother, Mrs B, and needed to register this with Santander. Mr B spoke to Santander in mid-March 2025 as he was having difficulty viewing Mrs B's accounts via his online banking.

On this call the adviser explained to Mr B that Mrs B's current account was a joint account with another party, Mrs B's ex-partner. The adviser also told Mr B there were already two powers of attorney (POA) on the account for the joint party, and this is why there appeared to be an issue in adding Mr B to the account. Mr B explained the circumstances of Mrs B's split from her ex-partner and that he was concerned the joint party may try to take money from the account, which he said the joint account holder had done previously. However, the adviser assured Mr B that the account was effectively "useless" as all parties would need to agree to transact on the account.

Mr B raised a complaint with Santander in August 2025 after learning that the joint party had withdrawn £20,000 from the account over two days on 18 and 19 May 2025.

Santander apologised for any incorrect information Mr B was provided on the call in March but said the joint account holder was entitled to access and administer the account and so any dispute about ownership of the funds would be a civil matter. However, Santander recognised the distress the misinformation had caused and offered £300 compensation. Mr B on behalf of Mrs B remained unhappy and so brought the complaint to our service.

Our investigator reviewed the complaint and considered the dispute over the funds would be a civil matter and agreed Santander's offer of £300 compensation was fair. As Mr B remained unhappy, the complaint was referred to an ombudsman.

On review of the complaint, I reached out to Santander as I didn't consider they had fully appreciated the impact their actions had caused. And I also considered that Santander could have done more, such as placing a block on the account to allow parties to potentially resolve the matter themselves. Santander responded and increased their compensation offer to £600.

I then put this offer to Mr B, explaining that whilst I empathised with Mrs B's circumstances, I couldn't fairly determine who was entitled to the funds in the joint current account. However, again, I recognised the impact the incorrect information had caused and so I considered the £600 compensation offer to be fair. I also explained I would consider if Mr B had incurred any further costs in trying to pursue the disputed funds.

Mr B responded confirming that no other costs had been incurred but requested a final decision on the complaint.

As Mr B remains unhappy, I'm now issuing a formal 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.

Firstly, I'd like to recognise that Mrs B, and her family, have clearly gone through a very difficult time and I'm sorry to hear of the circumstances Mr B has made our service and Santander aware of.

Whilst my decision focuses on what I consider to be the key points of the complaint, I would like to assure both parties I've carefully considered all submissions to our service and if I haven't commented on something, or in as much detail, that isn't meant as a discourtesy. And simply reflects the informal nature of our service.

I appreciate Mr B was previously unaware that the current account Mrs B had was a joint account with her ex-partner. However, Santander have confirmed the account had been joint since it was opened in 2003. I also appreciate Mr B's argument that the majority of the credits to the account were Mrs B's pension credits. However, the nature of the account being joint, is that both parties are entitled to the funds within the account. And so, I can't say Santander made an error in allowing the joint party, or those acting on his behalf, to transfer money from the account.

Santander did provide incorrect information to Mr B on the phone call in March 2025 and incorrectly told Mr B that the account was effectively "two to sign". I have outlined to both parties that I think a block could have been added when Mr B explained there was a dispute between the parties. That would have prevented any withdrawals.

Where ownership of funds in a joint account is disputed between the joint account holders, as is the case here, that's not something that either Santander or I can resolve. It's something the joint account holders (or their representatives) would need to resolve between them, with legal advice if necessary. Now that the funds have been withdrawn, it's harder for Mr B to progress the dispute with the other joint account holder. If withdrawals had been blocked, this potentially could have allowed both parties to sort out between themselves how the money in the account was to be distributed before any withdrawals were made. And it's for that reason I think compensation should be awarded – for the distress of finding that withdrawals were possible after all, and for the greater difficulty in having to dispute ownership of the funds after they've been withdrawn rather than before. But neither I nor Santander can fairly say who was entitled to receive the funds in the account, and so I can't award compensation in respect of the withdrawn funds themselves.

As I haven't been presented with any further information or evidence by Mr B to cause me to change my initial considerations, I consider £600 compensation is fair in the circumstances.

### **My final decision**

My final decision is I uphold this complaint and instruct Santander UK Plc to pay Mrs B £600 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 May 2026.

Laura Davies

**Ombudsman**