

complaint

Mr S complains that Santander UK Plc didn't contact him when his wife carried out a number of transactions from their joint accounts. And if it had, Mr S says he may have been able to prevent some of his losses.

background

Mr S held several joint accounts with his wife at Santander. Mr S's wife carried out a number of withdrawals, online transactions and transactions to gambling companies over a number of years without his knowledge. When Mr S discovered this, most of their savings from the joint accounts had gone. Mr S didn't realise his wife could access all the money in the account and thought she was only entitled to access half of it.

Mr S complained to Santander as he was concerned that it hadn't contacted him about any of these transactions. He thought that Santander should've contacted him and if it had he may have been able to stop some of these transactions from happening.

Mr S also believes Santander only sent statements addressed to his wife and so he wasn't able to monitor the accounts.

Santander says it sent statements addressed to both account holders and it was Mr S's responsibility to check his accounts. Santander says that Mr S's wife was an authorised signatory and so had authority to deal with the accounts on her own. It did not accept that it should be held liable for what had happened and considered that this was primarily a matter between Mr S and his wife.

Mr S wants compensation for not being told about the transactions. One of our investigators has already looked into this matter for Mr S and whilst she was very sympathetic to the situation Mr S found himself in, she didn't find that Santander had done anything wrong so didn't recommend that it pay Mr S any compensation. Mr S asked for an ombudsman to review his complaint and it has been passed to me to consider.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I do sympathise with the situation that Mr S finds himself in. But I'm not upholding his complaint against Santander. I hope my explanation helps Mr S to see why I have come to this conclusion.

Mr S and his wife had joint accounts with Santander and this isn't in dispute. Joint accounts in general give permission for both parties to access the account, without one person checking with the other. It is possible for joint account holders to agree, in all or certain circumstances that both parties have to agree to withdrawals. But that wasn't the case with Mr S and his wife's accounts. These were held jointly and severally which means both can access the funds and both are equally liable for any debts on the accounts well.

Mr S says he wasn't aware of his wife's activity on their accounts and therefore had no reason to alert Santander to this or do anything different himself. And Santander says it wasn't aware of any reason not to authorise transactions carried out by Mr S's wife.

But Mr S says that the transactions made by his wife were so large that Santander should've contacted him about them. He says Santander should have realised, a lot sooner, that something was wrong and warned him about his wife's activities.

I've considered these points but I've also looked at some of the account history and activity to help build a bigger picture of what has been happening on these accounts. And Mr S's wife had been carrying out gambling transactions and making withdrawals on the account from at least 2008. I understand Mr S didn't raise any objection to transactions made by his wife or raise any concern about any account activity during this time. This is a period of over six years during which time I would've expected Mr S to check his accounts and inform Santander if he was unhappy with how they were being run. As this didn't happen I don't think Santander was on notice that the more recent activity and high level of gambling was anything unusual.

I am not persuaded that Santander had a duty to monitor Mr S's joint accounts or alert him specifically that his wife was making transactions on the account. That level of supervision of an authorised signatory is normally for the account holders, rather than for Santander, to undertake.

I have also seen that statements were being sent to both account holders by Santander. I appreciate Mr S may not have seen these but I don't think Santander did anything wrong as it did send the statements.

I can readily appreciate that it will have been traumatic for Mr S to recently discover that his wife had used their joint accounts for gambling and other transactions. But Mr S's wife was an account holder, so I do not consider that Santander is liable to refund the money that had been taken out of the account. Or that it should pay compensation in relation to notifying Mr S of the account activity.

I know this is an incredibly difficult time for Mr S. There is a great deal of money involved and the circumstances in which it's been spent must be difficult to accept. But I hope Mr S can see how I've come to the answer that I have.

my final decision

For the reasons I've given I don't uphold Mr S's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 April 2017.

Sophia Smith
ombudsman