

The complaint

Miss F and Mrs F complain that Santander UK Plc should do more to locate funds held in an historic account.

The account was previously held with another financial business that is now merged with Santander. To keep things simpler, as Santander is responsible for dealing with the complaint and Mrs F has mainly dealt with this matter, I'll just refer in my decision to 'Santander' and 'Mrs F'.

What happened

Mrs F contacted Santander to enquire about an account she'd opened with Santander's predecessor business in 2003 for the benefit of Miss F. She holds a passbook for the account that shows a balance she wants to claim.

Santander said it had searched thoroughly and it no longer held any information about the account due to the length of time that had elapsed. Santander said that if there had been a balance in the account, a new account number would've been created and it would've been able to tell her what happened to the money. It told her that the existence of a passbook didn't necessarily mean the account was open with a balance of funds.

Santander wasn't able to identify any other products in Miss F's name where she might still have been holding money.

Unhappy with Santander's response, Mrs F brought her complaint to us. Our investigator agreed with Santander that it looked like the account had most likely been closed by the predecessor business before Santander became involved.

Mrs F provided a copy of a Santander bank statement from 2010 that showed Miss F's name. So our investigator asked Santander to check its records again – and search also for a mis-spelt version of Miss F's name which appeared on the passbook.

Santander said the account number on the passbook indicated that the account had migrated to Santander from the predecessor business. But it sent us information from its records that showed the account was non-existent.

Our investigator thought that the account had likely been closed for more than six years and didn't feel it was reasonable to expect Santander to be able to provide any further information in these circumstances.

Mrs F disagreed with the investigator's view, mainly saying that Santander had denied taking over the account until she produced a statement showing that it had done so. She felt it didn't make sense that Santander had no record of Miss F's account when it had a record of other accounts, including two that Mrs F had closed more than ten years earlier. And she thought it unfair that the onus rests with her to prove Miss F's account wasn't closed.

As the complaint is not resolved, it has come to me to decide.

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.

As I understand things, Mrs F believes that Santander is still holding money belonging to the account she opened for Miss F's benefit. And I can appreciate why Mrs F is frustrated when there's a lack of clear information about what happened to the money in the account.

We provide an informal complaint handling service. Our role is to decide what's fair and reasonable in all the circumstances of a complaint. We make decisions based on a balance of probabilities. In other words, what I consider is more likely than not to have happened in light of the available evidence and the wider circumstances. Based on all the information I've seen and been told, I am satisfied that Santander has done everything I would reasonably expect it to do here and the information I've seen supports what Santander has already told Mrs F.

Santander was able to confirm that it had taken over this historic account after seeing more information from Mrs F – but this isn't a good enough reason for me to uphold the complaint.

Mrs F feels that Santander should pay the account unless it can prove it was closed. But I must be impartial. Mrs F has brought the complaint to us and so the responsibility to 'prove' what she has said about the account lies with her. It wouldn't be fair for me to simply accept at face value what Mrs F says when this isn't supported by other evidence. Whilst she doesn't accept the information Santander has provided, the most recent evidence of the existence of this account, and the funds held in it, is a statement that is now some 14 years out of date. Mrs F can provide no information about the ongoing existence of the account.

I don't doubt that Mrs F is certain that she's correct in saying that she never closed the account. But it would be unreasonable to expect Mrs F (or anyone) to be able to recall all the details of every financial transaction since 2010 – especially bearing in mind that Mrs F was managing money spread across a number of different accounts. On balance, I think it's likely that, due to the passage of time, Mrs F might be overlooking what happened to the money in Miss F's account.

So it wouldn't be fair for me to require Santander to pay the money Mrs F said was in the account.

The fact that Santander has no record of Miss F's account, although it still has a record of other accounts that Mrs F closed more than ten years ago, doesn't show that it must be holding the money that was in Miss F's account.

There are some gaps in the information Santander has provided. But I wouldn't reasonably expect Santander to keep old records indefinitely. When an account is closed or no longer being used, it makes sense to delete confidential account information to help ensure that a client's financial details remain private.

Keeping old records puts client data at risk so there would need to be a strong argument for doing this. Holding on to information in case it might be needed in years to come isn't a good enough reason to retain out of date personal information, such as a customer's account information.

And data protection requirements mean that, generally speaking, businesses are not required to keep paperwork longer than needed. So the fact that Santander can't tell Mrs F

everything she would like to know about this historic account isn't enough for me to be able to uphold Mrs F's complaint.

There's no suggestion that Mrs F (or Miss F) has used the account for very many years. The passbook is not evidence that Santander still holds this money.

I think it's also worth keeping in mind that where a new business takes over accounts transferred to it, this can often lead to records being lost – sometimes stored information can't be read on a different computer system or data can be corrupted or lost during the transfer process. This could explain why Santander has been able to provide some information to Mrs F about some of her old accounts – but it has no information held on this one.

As far as I can see, Santander has treated Mrs F in a fair and reasonable way. It has carried out the enquiries I would expect and told Mrs F all the information it has found out.

Santander hasn't done anything wrong or acted unfairly or unreasonably by taking action it is required to implement in order to keep customers' private information safe.

So I can't uphold this complaint.

I hope that setting things out as I've done is helpful and even though this isn't the outcome Mrs F hoped for, she will at least feel that the Financial Ombudsman Service has fully considered her complaint.

My final decision

For these reasons, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F and Mrs F to accept or reject my decision before 26 July 2024.

Susan Webb
Ombudsman