

The complaint

Mr S complains that Santander UK plc didn't remove him from a joint account he held with his ex-partner and he is now being chased for an outstanding debt on that account.

What happened

In May 2015, Mr S says he attended a branch of Santander with his ex-partner and asked to be removed from the joint account he held with her. He says he filled in a form and he handed over his debit card and it was destroyed.

In early 2019, Mr S was notified by a debt collections agency that there was an outstanding overdraft balance on the Santander account which he was jointly and severally liable for. Mr S contacted Santander - who explained it had no record of him being removed from the account so it would continue to hold him liable for the debt. Unhappy with Santander's response, Mr S brought his complaint to this service.

One of our investigators upheld Mr S' complaint. They thought his version of events had been consistent and were plausible. He'd also not used the account since May 2015, so they thought this made it more likely he had asked to be removed from the account.

Santander disagreed and said there was no evidence that Mr S visited a branch in May 2015 or that his card had been destroyed. So overall it said the evidence suggested that Mr S hadn't asked to be removed from the account.

As the complaint couldn't be resolved informally, it was passed to me for an ombudsman's review. I issued my provisional decision in June 2020 explaining that I was intending to uphold Mr S' complaint.

Mr S confirmed he'd received the provisional decision and he didn't think he had anything further he could add.

Santander responded and disagreed with the provisional decision. It said if Mr S had asked to be removed from the account, there would have been certain actions which would have left electronic 'footprints' on the account – such as a log by a cashier accessing the account. Or Mr S would have had to identify himself by using his CHIP and PIN - among other things. Santander says there is no evidence of these 'footprints' on Mr S' account. As the branch had undergone a refurbishment around 2015 there was no copies of paperwork, but Santander explained that it had checked other customer's accounts and activities such as this had been recorded during May 2015, so it didn't think an error had taken place due to the refurbishment.

Santander did – however – offer to come to an agreement with Mr S if he agreed to pay 50% of the outstanding balance. Our investigator put this offer to Mr S, but he had declined to accept it.

So, the case was sent back to me to consider all the points again. I issued a second provisional decision in August 2020. Here's what I said:

I'm currently thinking – in light of the additional information Santander has provided – of now not upholding Mr S's complaint. I'll explain why.

Firstly, this has been a difficult decision to reach. I want to make it clear that I don't doubt Mr S thought he'd done all he needed to do to remove himself from the account. But I don't have enough evidence to fairly say that Santander has made an error in not removing Mr S from the account.

Santander has provided evidence to show that other customer's accounts – from the same branch - were accessed around the time Mr S asked to be removed from the joint account. So, it doesn't look like there has been any system error that has meant Mr S' request wasn't processed by Santander. And in my experience, the absence of the 'footprints' on the account, means it's most likely the accounts and process needed to take place didn't. On balance it's more likely that not all the necessary steps were taken by both account holders to remove Mr S from the account. Or Mr S is mis-remembering attending the branch to be removed.

The terms and conditions of the joint account means Mr S and his ex-partner are joint and severally liable for any debt accrued. I can see from the bank statements that the debt has been built up after Mr S stopped paying into the account. So, I understand and – do sympathise – with Mr S when he says the debt isn't his. But as I can't say Santander has made a mistake here, the terms of the account stand, and Santander can pursue Mr S for the outstanding debt.

However, Santander has agreed to reach an agreement with Mr S if he agrees to pay 50% of the debt. Given the circumstances, I think this is the most reasonable outcome for this case.

I know Mr S is going to be disappointed with this outcome. He's put time and effort into this complaint but as I've explained above, I can't say Santander has made an error here.

Santander responded and explained how much Mr S would need to pay if he agreed to pay half of the amount due. It also explained once the payment has been made it would consider removing Mr S's name from the account. It also confirmed that Mr S's credit file was showing as partially settled.

Mr S responded to say he wasn't happy about paying the debt – as it wasn't something caused by his actions. He felt Santander didn't manage the account properly allowing the debt to be incurred. Mr S says his credit report still showed the account was in default. Lastly he said there was nothing else he could provide to show he had asked to be removed back in 2015.

So, the case is back to me to consider all the points again.

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 done this, as there hasn't been any new information provided since my August provisional decision, my decision remains the same – I don't uphold the complaint.

As I explained in my previous findings, I don't have enough evidence to fairly say that Santander has made an error in not removing Mr S from the account. I do sympathise with

Mr S that he is now responsible for a debt that he didn't accrue. But without any new information there isn't anything more to be considered.

Santander has offered for Mr S to repay half the amount owed and to update his credit file to show as partially settled. I still think this is the most reasonable outcome and I don't think Santander needs to do anything further.

I understand there is some confusion as to what the status of the account is on Mr S's credit report. This might be due to the lag that happens between a change being made on a credit report and it being visible. If Mr S chooses to accept the offer made by Santander it should ensure his credit file is showing as partially settled and confirm this in writing.

I appreciate Mr S will be disappointed by my decision – and I appreciate he's put a lot of time and effort into bringing this complaint. It is now up to Mr S to decide whether he wants to accept Santander's offer or not.

My final decision

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 October 2020.

Claire Marchant-Williams
Ombudsman