

The complaint

Mr H complains that Santander UK Plc allowed an account to be opened jointly in his name, that he says he didn't apply for.

What happened

Mr H holds a sole account with Santander. He met someone I shall refer to as Mr S, and was invited to go in to business with him.

Unknown to Mr H, Mr S had taken copies of his driving licence and used this to open a joint account with Santander online in April 2017. Mr H received a debit card for the account, which is when he became aware of the account. Mr S then asked Mr H to use the card to carry out withdrawals. This went on through May 2017, and the account was closed in June 2017.

Mr H contacted Santander in 2019 to explain what happened, and say he had no role in the account application. He said Mr S had tried to open other accounts in his name, and he'd had to change his name by deed poll to stop it happening. He believed that Mr S would've been able to see his sole account details. He felt Santander should've carried out more checks before opening the account.

Santander looked in to things, but didn't feel they'd done anything wrong. They suggested Mr H contact the fraud prevention service CIFAS to help protect his identity in future. Unhappy with this response Mr H brought the complaint to our service.

Our investigator looked in to it, but didn't ask Santander to do anything different. They felt that even if Mr H hadn't been aware of the application, he had gone on to use the account, so had been aware of it. They couldn't see that Mr H had lost any of his own money from this account. So, they felt Santander had been reasonable. Mr H disagreed.

Because no agreement could be reached, the case has been passed 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.

Having done so I'm not asking Santander to do anything further, and I'll explain why.

I've considered whether Mr H was aware of the account being opened. Santander have provided the information they received at the account opening, which did include Mr H's legitimate ID details. Because these matched what the bank already held from Mr H's sole account, they didn't question this any further – it matched the identification information they already held for Mr H so wouldn't have a reason to question it any further. And Mr H's sole account had been well run, and there doesn't seem to have been any reason for Santander to have concerns about Mr H.

The application also didn't include an overdraft – so it was unlikely the account opening would lead to Mr H being held responsible for debts he didn't create. So, in the circumstances the checks carried out during account opening seem reasonable.

Based on what Mr H has told us, he was expecting to work with Mr S but didn't agree to go through a joint account application. But from Stander's records welcome letters and emails were sent to him after the account as opened.

But Mr H has also told us he received the debit card in his name. If he hadn't agreed to open the account, I think receiving the card would give him cause for concern, and I'd expect him to speak to Santander at the time. But there's no record that he did until almost two years later.

The records from Santander show that the PIN for the card was changed after it was received, which again doesn't seem like something that Mr H would do if he hadn't agreed to be party to the account.

In any case Mr H has accepted he went on to make withdrawals from the account using his debit card. Again, this doesn't seem like the actions of someone who wasn't expecting to be party to the account.

Overall, I'm satisfied that it's more likely than not Mr H was aware of the account application.

But even if he wasn't I can't see that Mr H has suffered any detriment from this account being opened. Looking at the transactions it seems the money paid in to the account all came from external sources and was withdrawn. The account always held a positive balance, so Santander haven't held Mr H liable for any debts created or charged any fees for the account. Nor can I see that Mr H lost any of his own money in the period the account was open.

I've also not seen any evidence that Mr S would have been able to view Mr H's sole account using internet banking. Generally, each party to an account can only see the accounts which are in their own name, and there's nothing to suggest this isn't the case here.

I'm sorry to hear of the difficulties Mr H has had because of his association with Mr S, and the steps he's had to take to protect himself since. But in this case, I can't see that Santander have treated him unfairly or unreasonably. On that basis I'm not asking them to do anything further.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 30 July 2021.

Thom Bennett
Ombudsman