

The complaint

Ms L complains that Santander UK Plc has made a series of errors in handling her accounts, and has not treated her fairly or sympathetically in light of her personal circumstances.

What happened

The details of this complaint as well known to both parties, so I won't repeat them in full here. The key facts are:

- On 7 February 2021 Ms L's husband left the family home following a breakdown in his mental health. He had also physically attacked Ms L.
- Ms L contacted Santander to discuss what needed to happen with the outstanding overdraft balance on their joint current account going forward. At the same time she opened a sole account with Santander.
- On 24 February 2021 Ms L's joint account was marked as being in dispute.
- In late February 2021 Ms L visited her local Santander branch and had an interaction with staff there that she found extremely distressing.
- Over the next month or so Ms L and Santander had a series of conversations, but nothing was resolved so Ms L referred her complaint to our service.
- Santander did not consider it had done anything wrong in how it had handled Ms L's accounts or in how its staff had spoken to her.

One of our investigators looked at what Ms L and Santander had said and, ultimately, they did not think Santander needed to do anything more. They found that, overall, Santander had been sympathetic to Ms L's circumstances, and felt Santander was reasonable to hold Ms L liable for the outstanding overdraft balance on the joint account and to record information about that account on her credit file.

Ms L did not agree with the investigator's findings. She maintains that Santander's actions have made an already difficult time for her even more distressing. In summary, to resolve her complaint, she would like compensation for Santander's failings and for the poor service she feels she has received, for her credit file to be updated to remove any record of missed payments, and for interest and charges incurred after her joint account was placed in dispute to be refunded.

As no agreement could be reached, Ms L's complaint has been passed to me for review.

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've reached the same conclusions as our investigator, and for largely the same reasons. I understand this will come as a disappointment to Ms L, particularly in light of the very difficult personal circumstances she's told us about. But I'll explain why I've

reached the conclusions I have, and I hope that Ms L will then at least feel that her concerns have been listened to.

Firstly, although I have only summarised the background and arguments above, I would like to assure both parties that I have read and considered everything provided. I won't necessarily be detailing every event or point of contention, but that doesn't mean that I've not thought very carefully about everything that has led us to this point.

Ms L's complaint comes down to two main areas – how Santander has handled her accounts, and how individual staff members at Santander have treated her both on the phone and in person in light of her particular vulnerabilities.

Ms L told Santander of the issues with her husband in early February 2021. Unfortunately, we don't have a recording of that initial conversation with Santander, but we do have recordings of the many subsequent calls, which I have listened to. It's clear that Ms L was extremely distressed by what had happened and was looking for some advice about what to do going forward regarding the account and the overdrawn balance. I appreciate that some of these conversations were very difficult, but overall I'm satisfied that Santander did what I would expect it to do. I'll explain why I've reached this conclusion.

After speaking with Ms L in detail about what had happened, Santander advised her to cancel the direct debits on the joint account before it applied any block. Ms L said she wouldn't be able to do this until her new sole account, which she had just recently opened, was available for her to view online. It appears that when Ms L had opened this new sole account the name on the account was slightly different to the name on her joint account, so the two profiles were not linked and could not be viewed using the same online credentials. Santander had offered to send new online credentials out so Ms L could access the sole account online, but Ms L said she wanted to be able to see everything in the same place, so asked for the profiles to be merged, and Santander agreed to do this but said it may take a few days.

Around this time Santander also discussed with Ms L what it might be able to do regarding the outstanding overdraft balance on the account. Ms L wanted her husband removed from the account; but firstly her husband would need to agree to this, and then the terms and conditions of the account meant that she could be held liable for the full outstanding overdraft balance. Ms L and Santander agreed that would not necessarily be the fairest outcome here. So Santander explained to Ms L the exceptions process it had for situations like Ms L's where domestic violence may be a factor. Essentially, Santander explained that if Ms L could provide some evidence of what had happened, such as a police report or comments from her doctor, it would be able to consider removing Ms L from the account and only asking her to repay half of the outstanding overdraft balance. During this call Santander also confirmed that it would waive interest on the overdraft balance for one month, but that going forward interest would continue to accrue.

A few days later Santander spoke with Ms L's neighbour, who was supporting her in her complaint and then spoke to Ms L again. At this stage Ms L was extremely distressed. She felt that Santander was not doing enough to help her and made comments which caused Santander to be very concerned for her welfare. During this call Ms L passed the phone to her neighbour who discussed that it may be beneficial for Santander to contact social services for more support for Ms L given how difficult her situation was. On speaking further with Ms L Santander confirmed it was still working on getting her profiles merged so she could see her sole account at the same time as her joint account, but given Ms L's concerns it agreed to block the joint account at this time even though Ms L didn't yet have full online access to her sole account. Santander confirmed to Ms L that when the account was blocked she would be unable to do anything with it, so would need to contact the individual

companies where her direct debits were going to ensure those had been cancelled. Santander then went on to explain its exceptions process again, and that if Ms L could provide some evidence of the attack by her husband then it could look to have her removed from the account. But Ms L was clear in this call that she was unwilling to get that evidence herself. She felt that Santander should be contacting third parties like the police or Ms L's GP itself.

At this stage, as it said it would do, Santander contacted adult social services about Ms L, and it appears that social services then contacted a support group who got in touch with Ms L directly. Ms L was extremely upset by this. She was concerned that her data had been breached and did not feel it was appropriate for Santander to have made any contact with social services or the support group. Having listened closely to the conversations Ms L was having with the bank around this time, I don't think it was unreasonable for Santander to have contacted social services. Banks have an obligation to take action if they feel a customer is at risk of harm. And Ms L had made several comments to suggest she may be a danger to herself, was evidently hugely distressed, and Santander had made it clear to her that it would be contacting social services to see if they could support her. It was then up to social services to decide what to do following that contact from Santander, and evidently they decided that contacting the support group who ultimately got in touch with Ms L was the best way forward. That was not Santander's decision.

Ms L attended her local branch to resolve some issues with her card and raised her concerns about the contact with social services during this visit. It's clear that Ms L's discussion with staff members at the branch did not go well. Ms L felt that she was being intimidated and belittled by staff members, and the branch staff feel she was aggressive and causing upset to other customers. I cannot know exactly what happened during these visits, there's no CCTV, but I do have copies of the notes that branch staff took at the time of Ms L's visits. And those notes do suggest that the branch staff were doing their best to help Ms L at a time when she was very upset. So while I don't wish to downplay how distressing Ms L clearly found these interactions, I also don't think I can fairly find that any particular staff member intentionally caused that distress.

By early March 2021 Ms L confirmed she could now view her sole account online, but she now could not see the joint account. During calls with Santander it explained that this was because the joint account was marked as in dispute and so Ms L (and her husband) no longer had online access to it. Santander agreed to send Ms L a list of all her direct debits and standing orders on the joint account so that she could see what she needed to move to her new account. Ms L reiterated that she wanted to repay only her half of the outstanding overdraft balance. She says this is what Santander had told her would happen. I've not found any evidence that Ms L had been told this in her earlier conversations with Santander. Santander had explained it would need some evidence in order to consider whether this splitting of the outstanding debt was something it could do, and Ms L had not supplied any such evidence. Ms L also says during these calls that she had been told the joint account would be closed, but again that is not supported by the phone calls I've listened to. She was told the account would be blocked, but that interest would continue to accrue on the outstanding balance, and that she would need to arrange to cancel direct debits and standing orders. At this stage it was agreed that Santander would cancel all the direct debits on the joint account, and would look into whether it could do anything more to agree a repayment arrangement that didn't require Ms L to repay the full outstanding balance of the account.

Ms L then referred her complaint to our service, and on 15 April 2021 Santander issued a final response letter. In this letter it said she should get back in touch if she wanted to discuss a way forward regarding the overdraft facility on the joint account. Since then Ms L

has raised further concerns about collections activity on the joint account and the impact of the overdraft on her credit file.

I can see that the interest and the monthly account charge being applied to the joint account took it over the arranged limit in September 2021. Interest and the monthly account charge were then no longer applied to the account from November 2021 onwards. And in December 2021, following an attempt by our investigator to mediate this complaint, Santander asked Ms L to complete an income and expenditure form so that it could ensure any repayment plan agreed going forwards was affordable to her. Ms L was unwilling to complete this form as she said she was not in financial difficulties and did not want to make any arrangement until agreement had been reached about how much of the overdraft balance she would be paying back.

I understand that Ms L is now back in contact with her husband, has reached an agreement with him regarding repayment of the overdraft, and is able to access the joint account to make payments towards the debt.

Looking at everything that has happened here, I'm satisfied that Santander has treated Ms L fairly. From listening to all the call recordings provided it's clear to me that Santander was trying to assist Ms L by offering her a potential solution regarding the joint account overdraft balance. I appreciate that Ms L was not happy that she would need to provide some evidence herself in order for that solution to be considered, but I think it was reasonable for Santander to ask for some impartial evidence to support what she was saying. And while there were some issues with the way Ms L's sole account was set up, so she couldn't initially see it in her online banking, it seems Santander also offered a solution there – that it could send out separate login credentials for the sole account. But Ms L wasn't happy with this solution, so it then took slightly longer for the two online profiles to be merged so that Ms L could see her accounts all on the same profile.

I appreciate Ms L then couldn't view the joint account, but Santander had been clear that the block on this account meant she would not be able to do anything with it. And did then offer to send out details to help her cancel and reset her direct debits on her new account.

So overall, I consider that Santander did take reasonable steps to help Ms L. It made suggestions for a way forward and was willing to make exceptions to its usual process to try and make things easier for her. I appreciate that the suggestions Santander made weren't what Ms L wanted, but I don't think that means Santander did anything materially wrong here.

Regarding the outstanding overdraft balance, the charges and interest applied to that, and the impact that has had on Ms L's credit file, I'm again satisfied that Santander acted reasonably. It clearly explained to Ms L that interest would continue to accrue on the overdraft until a repayment plan was agreed, and then nonetheless stopped interest and charges when the account went over its limit to stop the situation worsening further. I appreciate that Ms L feels she had been trying to arrange a repayment plan for months, but she'd not provided evidence to allow Santander to consider splitting the liability for the overdraft, and was unwilling to agree a repayment plan for the entire amount outstanding, so I don't think Santander could have done more to agree a plan with her during that period. And given that no repayment plan had been agreed, the account had gone over the arranged limit, and no payments were being made to the account, the data recorded on Ms L's credit file does seem to be an accurate reflection of what was happening. And Santander has an obligation to provide the credit reference agencies with accurate information about accounts. So I think it was fair for Santander to record the information it did.

I've also thought about the general level of service Ms L has received from Santander over this period. And I acknowledge that there were some occasions where perhaps things could have been explained more clearly, or where it would have been helpful for Ms L to have only one person from the bank contacting her rather than several. I also acknowledge that some of the calls Ms L had with Santander were very long. And I can see that some administrative issues did cause extra worry for Ms L, like her standing order for her loan continuing to be debited from the joint account after the loan was repaid – although it's not clear exactly why this happened, and all of these overpayments were returned to the joint account within a couple of days of being made. But overall, I'm not persuaded that Santander has done anything materially wrong here in how it has dealt with Ms L, or that the customer service it provided is poor enough to be worthy of compensation being paid.

While I have a great deal of sympathy for Ms L, I must be fair to both parties. And from everything I've seen, and all that Ms L and Santander have said, I'm satisfied that overall Santander has treated Ms L fairly. It follows that I won't be asking it to do anything more.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 15 December 2022.

Sophie Mitchell
Ombudsman