

## The complaint

Mr C and Mrs C are unhappy with the service they've received from Santander UK Plc surrounding Santander's incorrect closure of some accounts.

## What happened

Mr C held a power of attorney for his sister, who had a current account and a savings account with Santander. Mr C sent a letter to Santander requesting the closure of his sister's savings account, with the current account to remain open. Santander then sent a letter asking Mr C to confirm the closure of the account, which Mr C signed and returned. However, Santander then proceeded to close Mr C's sister's current account – and not the savings account as requested – and also closed a current account held jointly in Mr C and Mrs C's names, and which had no connection to Mr C's sister at all. Mr C and Mrs C weren't happy about this, and so they raised a complaint.

Santander looked at Mr C and Mrs C's complaint. They said that Mr C had requested the closure of the two accounts online via secured messaging and noted that the confirmation letter they'd sent Mr C had referenced Mr C and Mrs C's joint current account and Mr C's sister's current account, and they felt that by signing and returning that letter that Mr C had confirmed the closure of those accounts. Mr C and Mrs C weren't satisfied with Santander's response, so they referred their complaint to this service.

One of our investigators looked at this complaint. They felt that it was more likely than not that Mr C had requested to closure of the two accounts, but they felt that the service that Mr C and Mrs C had received from Santander surrounding the matter, including Santander's clarity of communication, had caused Mr C and Mrs C to incur upset and inconvenience that they reasonably ought not to have incurred. Our investigator therefore recommended that this complaint be upheld on that basis, and that Santander should make a payment of £200 to Mr C and Mrs C as compensation for the trouble and upset that they'd incurred. Mr C and Mrs C weren't happy with the view of this complaint put forwards by our investigator, and so the matter was escalated to an ombudsman for a final decision.

## 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.

I issued a provisional decision on this complaint on 15 November 2022 as follows:

*In their initial response to Mr C and Mrs C's complaint, Santander said that Mr C had asked for the closure of the two accounts that were ultimately closed via secured messaging. Mr C has always said that this wasn't the case, and that the only request he sent for an account closure was sent by letter and was for the closure of his sister's savings account only.*

*I've asked Santander to provide copies of any online request to close an account made by Mr C. In response, Santander confirmed that no such request is on file, and*

*that the only request to close an account made by Mr C that is on file is the letter that Mr C sent which requested the closure of his sister's savings account – as Mr C has always maintained.*

*It therefore seems clear that the letter that Santander subsequently sent to Mr C which referenced the two accounts that were then closed – Mr C's sister's current account and the current account held jointly by Mr C and Mrs C – was a mistake on Santander's part. And Santander, during this service's investigation of this complaint, have accepted that errors were made by Santander which led to Mr C and Mrs C's complaint.*

*Santander have also explained that, while the letter that referenced the two incorrect accounts was a mistake, Mr C did sign and return that letter, and in doing so confirmed that he was happy for those accounts to be closed.*

*But Mr C had asked for his sister's savings account to be closed, and it's notable that while the letter that Mr C signed and returned did quote two incorrect account numbers, the body of the letter asked Mr C to confirm that he wanted to close his 'account' – that is, a singular account, and not 'accounts' in the plural.*

*Additionally, the letter that Mr C sent to Santander requesting the closure of his sister's account was very succinct and very clear. And so I can understand why Mr C would have believed that Santander would have correctly understood his request to close his sister's savings account, and would therefore have signed and returned the letter as he did – which unfortunately led to the closure of the two incorrect accounts.*

*Ultimately, I feel that the root cause of the incorrect closure of the two accounts rests with Santander here, and as such that they should be considered as being responsible for the incorrect closure of the accounts. And this is especially the case given that Santander have also confirmed that a jointly held current account – such as the current account held in Mr C and Mrs C's joint names – should only be closed following a visit to branch by both account holders who must request such a closure in person and provide identity verification documents to Santander to do so – which didn't happen in this instance.*

*It's also clear that the incorrect closure of the accounts had a considerable impact on Mr C and Mrs C, both in terms of their stress and frustration in trying to resolve this matter with Santander and the added anxiety of trying to put right not only their own finances but also those of Mr C's sister, who was elderly and infirm at that time and who, sadly, has subsequently passed away.*

*It's very clear from their correspondence with this service that Mr C and Mrs C feel strongly about this complaint and this is evidenced by their asking this service to punitively fine Santander for their poor conduct surrounding this matter. But this service isn't a regulatory body, and as such it isn't within the remit of this service to punish or fine and business as Mr C and Mrs C would like here.*

*However, given the full circumstances of this complaint, including the obviously difficulty that Mr C and Mrs C had communicating with Santander about the incorrectly closed accounts, as well as the fact that Mr C and Mrs C were for a time uncertain as to where the large amount of money that had been held in their joint current account had gone to, I do feel the £200 compensation as recommended by our investigator doesn't provide a fair or reasonable level of compensation for the amount of upset, frustration, and difficulty that Mr C and Mrs C have unfairly incurred here because of Santander's mistakes.*

*As such, my provisional decision is that I'm upholding this complaint in Mr C and Mrs C's favour and instructing Santander to make a larger compensation payment of £500 to them, which I feel more fairly reflects what has taken place here.*

Both Mr C and Mrs C, and Santander, have subsequently confirmed that they accept my provisional decision. As such, I see no reason not to issue a final decision upholding this complaint in Mr C and Mrs C's favour on the basis explained above. And I can confirm that my final decision is that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Santander must make a payment of £500 to Mr C and Mrs C.

### **My final decision**

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 23 December 2022.

Paul Cooper  
**Ombudsman**