

The complaint

Mr S and Ms S are unhappy that Santander UK Plc didn't remove Mr S from their joint bank account as they should have done.

What happened

Mr S and Ms S held a joint bank account with Santander. In January 2022, they completed a form which instructed Santander to remove Mr S from the account so that the account would be in Ms S's sole name moving forwards. Mr S handed this form to Santander in branch shortly afterwards.

However, Santander didn't remove Mr S from the account as they should have done. And this meant that when Ms S later encountered financial difficulty which resulted in adverse credit file reporting for the account, this adverse reporting affected Mr S's credit file also – because he remained listed as a joint holder of the account. Mr S and Ms S weren't happy about this, so they raised a complaint.

Santander responded to the complaint. But they had no record of the joint-to-sole form being received by them, and so didn't feel that they'd acted unfairly by continuing to consider the account as being in Mr S and Ms S's joint names. Mr S and Ms S weren't happy with Santander's response, so they referred their complaint to this service.

One of our investigators looked at this complaint. But they didn't feel it could fairly be said that Santander should have removed Mr S from the account as Mr S and Ms S maintained, and so didn't uphold the complaint. Mr S and Ms S remained dissatisfied, 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 10 August 2023 as follows:

Mr S has always maintained that he handed in the joint-to-sole form to Santander in January 2022, after completing the form with Ms S. Conversely, Santander's position is that they have no record of ever receiving this form, and so had no reason to remove Mr S from the account as Mr S and Ms S contend should have taken place.

In situations such as this, where the testimonies of the complainants and the respondent business contradict one another, I must decide – if I feel it's reasonably possible to do so – which of the two versions of events I feel is most likely to have happened, on balance, and in consideration of all the information available to me.

In this instance, I find the testimony of Mr S and Ms S to be the most persuasive here. This is because, while Mr S and Ms S are no longer in a relationship and so have contacted this service separately, their testimonies are consistent, with both parties confirming that Mr S

brought the form to Ms S, that the form was completed by them both as was required, and that Mr S then handed in the form to Santander.

As such, I feel that it's more likely than not that what happened here was that Mr S did hand in the completed form in branch in January 2022, but that, for whatever reason, that form was never actioned correctly upon it's receipt by branch staff.

Accordingly, my provisional decision here is that I'll be upholding this complaint in Mr S and Ms S's favour, and that Santander must retroactively remove Mr S from the account from January 2022 and remove all reporting relating to the account from Mr S's credit file from and including February 2022 onwards – consistent with Mr S no longer being a holder of that account from the end of January 2022.

However, I won't be instructing Santander to pay any compensation to Mr S and Ms S here. This is because Santander have been able to show that Mr S accessed the account online after January 2022. And I feel that this should reasonably have alerted Mr S to the fact that he was still listed as a joint account holder at those times, such that he should reasonably have mitigated against how matters developed here by contacting Santander and correcting the matter with them much earlier than he did.

Santander responded to my provisional decision and reiterated that they haven't been able to find any evidence of an error being made on their part and so didn't feel that they should be instructed to remove Mr S from the account as I've provisionally instructed.

But not all errors can be evidenced, especially if the error is one of omission. And it remains my position that I find the version of events put forwards by Mr S and Mrs S to be the most persuasive.

As such, my final decision here will be as I've described it above, and I'll be upholding this complaint against Santander on that basis accordingly.

Putting things right

Santander must retroactively remove Mr S from the account in question from January 2022 and remove all reporting relating to the account from Mr S's credit file consistent with Mr S no longer being a named party on that account from the end of January 2022.

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 Ms S and Mr S to accept or reject my decision before 6 October 2023.

Paul Cooper
Ombudsman