

## **The complaint**

Ms E complains that Santander UK Plc (“Santander”) haven’t removed her from a joint account she shared with Mr B, and now a default has been recorded.

Both Ms E and Mr B have consented to the complaint being considered, but as Ms E is the one bringing the complaint, I’ll mostly refer to her throughout.

## **What happened**

Ms E and Mr B held a joint current account with Santander which also had an overdraft facility. In June and July 2023 Ms E asked Santander to be removed from the current account.

Ms E said it was agreed that she’d be removed from the account and the overdrawn balance would be left with her ex-partner – Mr B. In November 2023, Santander defaulted the account.

In 2024, Ms E began receiving correspondence from a debt collection agency, trying to recoup payments for the defaulted overdraft. It’s at this point Ms E learned the debt was still in both her and Mr B’s name and a default had been recorded. She was unhappy so complained to Santander.

Santander issued their response. Essentially, they said there were no promises to remove Ms E from the account – particularly because there was a high balance on the account that both Mr B and Ms E are responsible for. They said they wrote out to Ms E on a number of occasions and reached out to her on a landline. They acknowledged there were some errors which caused an inconvenience to Ms E, and offered £200 for this, but ultimately the correct decision was made for her to remain on the joint account.

Because Ms E wasn’t happy with this response, the complaint was referred to our service and an Investigator looked into things. The Investigator agreed with Santander that Ms E couldn’t be removed from the account.

They said she couldn’t be removed because the balance on the account had been created by both parties, Ms E’s application to be removed from the account was made after Santander confirmed they’d be removing the overdraft facility and Mr B and Ms E were both liable for the debt – not just Mr B.

The Investigator acknowledged Santander had made a number of errors, however they felt the £250 offered when submitting their business file was fair – and regardless of the errors, they couldn’t ask Santander to remove Ms E from the account.

Ms E wasn’t happy with the outcome. She remained unhappy Santander never contacted her directly. She said she was told by Santander that as long as one person accepts responsibility for the debt, she would be able to come off the account. She wants the default removed.

Because an agreement couldn't be reached, the account has been passed to me to consider.

### **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'd like to acknowledge Ms E's frustration regarding this – I can understand her strength of feeling towards this and I'm sorry she remains unhappy. However, I have to consider whether Santander have treated her unfairly, and if they have, what do they need to do to put things right. Having done so, I've reached the same outcome as the Investigator for largely the same reasons. I appreciate this will come as a disappointment to Ms E, but I'd like to explain my reasoning in more detail.

There's no dispute that Ms E has been provided with inconsistent and unhelpful information from Santander. There have been occasions where processes should've been triggered but weren't, where documents have been attached to the wrong profile and letters and communications sent to old addresses or incorrect phone numbers. I appreciate Ms E wants us to listen to all of the calls involved, but ultimately, because everyone is in agreement incorrect information has been provided, I won't be listening to them.

I say this because as Ms E has said herself, she'll only be satisfied with this complaints process when the default is removed from her credit file and she's disassociated with the joint account. And this isn't something I think Santander need to do. In respect of the poor service, Santander have offered £250 which I find fair in the circumstances.

When entering into a joint account, the terms and conditions say the account holders *'are jointly responsible for any money which is owed to us on the account. This means that if one of you asks us for an overdraft, each of you will be responsible for it and this can be reflected on your credit rating'*.

It goes on to say *'we'll usually only remove a joint account holder if you all ask us to do so. We'll only do this if we think the remaining account holder(s) can run the account. For example, we'll need to check the remaining account holder (s) can afford any overdraft on the account'*.

I appreciate what Ms E has said regarding her understanding of her ex-partner's finances and how much he earns, but that's not something our service will get involved with or consider. Our service isn't able to tell Santander who they can and can't lend to and under what conditions.

Ultimately, Santander made the decision that the account needed to remain jointly liable, and therefore, based on the terms and conditions associated with the account, it follows that I don't think Santander have treated Ms E unfairly when declining her request to be removed from the account. It's important that Santander treat both parties fairly when making this request, and the account was being used by both parties, and therefore it's fair both parties remain attached to any outstanding debt that's owed.

As I've mentioned above, I do think the service could've been better at times, however I believe Santander's offer of £250 is a fair offer to reflect this.

And because I don't think Santander have treated Ms E unfairly by keeping her on the account, it follows that I won't be asking Santander to remove the default being recorded. It's

important that lenders record up-to-date and accurate information to the credit reference agencies, and I haven't seen anything to suggest the default shouldn't have been applied.

As I said at the start of the decision, I do know Ms E will be disappointed, but I hope she understands my reasoning.

### **My final decision**

It's my final decision that Santander UK Plc didn't act unfairly when not removing Ms E from the joint account, and the compensation they've offered her for poor service is a reasonable award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms E to accept or reject my decision before 1 July 2025.

Meg Raymond  
**Ombudsman**