

The complaint

Mr T complains as a former director of and with the consent of a present director of L (Mr S), a company, that Santander UK Plc delayed in processing the removal of his name from the company bank account.

What happened

I understand, from Companies House records, that Mr T resigned as secretary and director of L in September 2021. He tells us that he sold his shareholding in early 2023 and wrote to Santander in August 2023 requesting his removal as signatory on L's business accounts. This was not done and he followed up with reminder letters in February and March 2024. And in April 2024 Mr S sent a change of mandate form to Santander. Mr T didn't hear anything further from Santander and referred his complaint to the Financial Ombudsman Service.

Santander acknowledged Mr T's complaint and gave an assurance that it was being dealt with. It requested a further form from Mr T and advised that it had completed the change to the account in August 2024. It offered and paid to him £100 compensation. It explained to us that the reason for the delay was because that it had noted from Companies House records there was another director so it needed their details to be added to the account. It offered to pay a further £100 compensation.

Mr T was not happy with this and advised that he had since received communications from Santander about a loan on the business account which apparently had his name attached to it. Santander removed the name. Mr T advises that he is still able to get access to L's accounts.

Our Investigator subsequently explained to Mr T that while Santander is free to make whatever offer of compensation it feels is fair to him, our approach is that we can't consider upset or distress to Mr T personally as he's not the eligible complainant here. The complaint concerns The complaint concerns Santander's activity with the business, L, and to what extent L may have suffered inconvenience or financial loss. They weren't persuaded that any inconvenience or loss to L had been shown.

The matter has been passed to me for an Ombudsman's consideration.

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.

From his personal point of view I can see that Mr T has suffered a good deal of frustration and inconvenience. He wrote a number of letters and had to complete duplicate forms. He also sent a special delivery letter which went astray. As I've noted, he hasn't been a director since 2021, but he still remained a signatory on the account up until August 2024. To that extent I think that Santander should have communicated with him as the problem appeared to be due to the fact that Companies House records showed that there was

another director whose details had not been advised to Santander. Nevertheless most of the correspondence was between Mr T and Santander because he was concerned about receiving communications about L's accounts and then about the loan account which he'd never been involved with.

So I do think that the difficulties Mr T had were personal and didn't inconvenience the company. I have noted that Mr S did advise Mr T (only in February 2025 when asked to consent to the complaint) that there had been numerous letters between him and Santander and he'd had difficulties with communication. The problem I have with that is that those difficulties were not put to Santander nor were they referred to this Service. If I were to consider the inconvenience caused to L, any compensation would go to the company and not to Mr T.

As regards the actual difficulties in removing Mr T from the mandate, I don't think, as Mr T suggests, it was for Santander to carry out actions automatically without being asked to do so. As I've noted Mr T remained as a signatory on the account sometime after resigning as director.

Mr T has recently told us that he still has access to L's accounts, using L's login details. I'm not sure why this should be the case, but it appears to me that this should be something which Mr S should be taking action on.

As regards compensation, as our Investigator has advised, I can't award this to Mr T personally. Santander paid him £100 and has offered a further £100. I regard that as a goodwill payment. If he wants to accept Santander's offer, he should contact it directly. If he has been involved in personal expenditure, he may be able to claim that from L.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask L to accept or reject my decision before 26 May 2025.

Ray Lawley
Ombudsman