

The complaint

Mr M complains that Santander UK Plc allowed his wife to close their joint account, having previously advised him that this wasn't possible.

What happened

I understand that Mr M and his wife are currently going through divorce proceedings. The parties had a joint account from which expenses were paid including the mortgage, and child benefit was received. Over a period of about two years up until August 2024 he had been told by advisers at Santander that both parties would have to agree to the account being converted to a sole account in one or other name. They also told him, wrongly, that both parties needed to agree to the account being closed.

In August 2024, Mr M's wife closed the account. He has advised that this caused him great difficulty as the account was used to pay family related expenses. Also, he had shared custody with his children and withdrew a portion of the child benefit from the account. This stopped after the account was closed. This caused arguments between him and his wife and a great deal of additional stress.

Santander apologised for the wrong information having been given to Mr M. Under the terms and conditions of the account either party could close the joint account. Both parties would still have had to agree to it being converted to a sole account. It offered £200 compensation.

On referral to the Financial Ombudsman Service, our Investigator said that Santander's offer was a fair outcome.

Mr M disagreed, saying that the offer didn't adequately reflect the extent of the disruption, distress, and financial damage resulting from Santander's mistakes. He also said that our reference to the divorce proceedings was irrelevant to his complaint about Santander.

The matter has been referred 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.

I see that Santander did give Mr M wrong information. But it didn't make an error when it allowed the joint account to be closed down. There was no money in the account, it was in overdraft which had to be paid off to close it.

Mr M objects to us referring to his divorce proceedings and ongoing dispute with his wife. However, I'm afraid that it is relevant to this case. Mr M's problems over the joint account have been caused by his wife closing the account down. I'm not going to go into what could have been done in the course of the divorce proceedings regarding the operation of the account. That is a matter between Mr M and his solicitor. I think it is clear from what Mr M tells us, particularly with regard to child benefit, that there were substantial disputes over the

operation of the account.

Mr M has advised us that he had been taking his share of the child benefit from the account and did so on three occasions before the account was closed. As he says, this was the source of considerable stress between him and his wife, and it seems likely to me that this was the reason why the account was closed.

It also appears to me that any additional stress and anxiety, and any financial difficulties caused to Mr M were because of the closure of the account by his wife. From a banking point of view, if he'd been advised correctly, and didn't want his wife to close the account the Santander could have frozen the account which would have stopped any payments going out. Alternatively, Mr M could have closed the account himself but, as the parties hadn't agreed between them, I don't think that would have been accepted lightly. I note that Mr M was told both parties had full access to the account, which he wasn't happy about.

Mr M tells us that he no longer has access to historic statements for the account. I don't think, *from the information I have seen*, that that is right. As the account was a joint one up until the time it was closed, he should be able to receive those. They may not be available online but Santander should provide copies. Alternatively, Santander has sent us copies of the entries on the bank account in the form of a spreadsheet from November 2022 until the date of closure, on his request we could arrange for a copy of that to be sent to him.

Santander has offered £200 compensation. This is in respect of the wrong information being given to Mr M. As Mr M's financial difficulties and distress and inconvenience were in my view caused by his wife's actions, I can't hold Santander responsible for those. So, I think that the offer of compensation is fair and reasonable

Putting things right

Santander should pay Mr M £200 compensation.

My final decision

I uphold the complaint and require Santander UK Plc to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 August 2025.

Ray Lawley
Ombudsman