

complaint

Mr W complains that Santander UK Plc didn't follow his instructions to remove him as an account holder from the joint account he held with his ex-wife. He also says the bank didn't update his address when he told it to.

background

Mr W and his wife (who he has since divorced) had a joint account for several years. He says they didn't use the account while they were together. But shortly after they separated in 2012, he discovered that she had started using the account. So he went to his local branch to ask Santander to remove his name from the account and make his wife the sole account holder. He also asked the bank to update his address because he had moved (since he also had another account with the same bank). He says he heard nothing else from the bank, and assumed that he had been removed from the joint account. But some time later, when he checked his credit file, he discovered that the bank hadn't carried out his instructions, and his wife had run up an overdraft. He didn't think it was fair that he should be held liable for her debt.

Mr W also complained that his address hadn't been updated in the bank's records, so he hadn't received any statements. If he had received statements, he could have sorted this matter out sooner, when the overdraft balance was smaller. Santander updated his address, but the statements and letters he has received at his new address still have his ex-wife's name on them as well as his own. This has embarrassed him because he lives with someone else now.

Santander apologised for not updating the address, and accepted this was an error. It offered to refund £380 of charges, and to pay Mr W a further £150 for his inconvenience. But it did not agree to discharge his liability for the overdraft, which is now several hundred pounds. It said it could only have removed Mr W from the joint account if he and his wife had both applied for that to happen. Mr W brought his complaint to our service.

Our adjudicator upheld most of this complaint. She acknowledged that there were only very limited records from 2012, and it wasn't clear exactly what had happened. But there was a record of Mr W cancelling his cards on the joint account at the time he said he'd asked to be removed from the account. So she thought it was likely that he had made that request and it hadn't been carried out. She recommended that the bank remove Mr W from the account, and arrange matters as if this had happened in 2012 – so he would not be liable for any of the overdraft, and his credit file should be amended accordingly. She also said he should be paid £150 for his trouble. But she didn't think Santander had been wrong to put his ex-wife's name on the statements, since she was still the other account holder.

Santander asked for an ombudsman's decision. It said that it would have removed him from the account if it had received a proper application to do so. The fact that it hadn't removed him suggested that it had not received an application signed by both account holders.

I wrote a provisional decision as follows.

my provisional findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I've seen the account terms and conditions. And although most things can be done by just one joint account holder, it takes both of them to remove one of them from the account.

The bank has very little information about what happened in 2012. But it is clear that Mr W did cancel his cards shortly after he and his wife separated, so I accept that he did also ask Santander to remove him from the account at the same time.

Just because Santander says it would have removed Mr W from the account if it had received a proper application to do so, signed by both account holders, that doesn't necessarily mean that it didn't receive one. That argument depends on the assumption that if the bank had received the correct paperwork then it would have acted on it. But I accept that Mr W told it about his new address, and yet the bank didn't update its records with the new address. So I can't assume that Santander would have processed his other request correctly if it had been made correctly. It might instead have done nothing with it.

However, I have listened to our recording of the first phone call which took place between our adjudicator and Mr W in September 2016. And in that call, Mr W said that he asked his wife to remove him from the account. In his own words, "she wouldn't have anything to do with it."

Because of that, I think it's quite unlikely that Santander ever received a joint application from both account holders to remove Mr W from the account. It follows that I can't say that Santander should have removed Mr W from the account, or that it can't hold him liable for the overdraft.

Mr W also told the adjudicator that when he later asked Santander to remove him from the account, it refused to do so because the account was overdrawn. The bank had told him he would have to clear the overdraft first, and he couldn't afford to. That was true in 2016, when he first complained to Santander, but it wasn't the case in 2012. I've seen the account statements, and the account was in credit then. It wasn't overdrawn until 2013. So I think it's more likely that Santander would have told Mr W that it couldn't remove him from the account without his wife's consent, and after four years he has forgotten exactly what the bank had told him.

I think that the offer Santander made to compensate Mr W for not updating his address is fair. I leave it to him to decide whether he now wishes to accept it.

responses to my provisional findings

Mr W did not respond to my provisional decision.

Santander broadly accepted my decision. It pointed out an error in the last sentence of the penultimate paragraph of my findings, in which I'd originally said that Mr W had asked to *close* the account, when it was meant to say that he'd asked to have his name removed from the account. I have corrected that sentence above.

Santander also said that Mr W had not actually said in his complaint form that he had asked to be removed from the account. I have looked at the complaint form again, and in the box headed "please tell us what your complaint is about" it clearly states that Mr W was complaining about the fact that the bank would not allow him to remove his name from the account. I don't think that is detracted from or contradicted by the fact that in the next box

(headed “how do you want the business to put things right for you?”) he hasn’t repeated that request, and he only asked to be discharged from half of the outstanding debt. I also note that Santander’s final response letter in July 2016 includes the sentence “I understand that your complaint relates to your Santander joint Current Account ... and specifically Santander’s refusal to remove you from the account.” That letter goes on to say “the account will remain in joint names, until each party agrees for you to be removed.”

There’s no reason for me to depart from my provisional findings, and I confirm them here.

my final decision

So my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 24 April 2017. But if we don’t hear from him then we’ll assume that he has rejected it.

Richard Wood
ombudsman