

## **complaint**

Mr L complains that Santander UK Plc did not close the account he held jointly with his ex-wife and transfer the direct debits on that account to his new account when it should have done. As a result, he has incurred charges and his credit file has been adversely affected.

Mr L further complains about the bank's handling of his complaint and its refusal to communicate with his partner. His partner brings the complaint on his behalf.

## **background**

I set out the background to this complaint in my provisional decision. I also explained why I did not propose to require the bank to do more than it had already offered. In summary, I concluded that:

- The joint account was not closed and the direct debits were not transferred to Mr L's new account as Mr L expected.
- In January 2012, Santander had arranged to refund all the charges it had applied because of what happened, and credited £150 to the joint account by way of compensation. It also wrote to Mr L, saying that it would remove any adverse information it had recorded on his credit file in connection with the matter, if he made arrangements to pay the debt on the account within 28 days.
- Mr L did not make any arrangements to pay the outstanding balance. Santander offered to refund the remaining £100 it had charged for the unarranged overdraft. I considered that offer was fair in the circumstances.

Santander did not say whether or not it accepted my provisional decision, but it had nothing further to add. Mr L did not accept my provisional decision. He and his partner said, in summary:

- They wanted to know whether Santander should have closed the joint account. Mr L did not know that the direct debits could not be transferred to his new sole account because the new account was opened before the joint account was closed.
- Santander did not tell Mr L that there were any problems with closing the joint account. They wanted to know why it did not close the account.
- The adjudicator had a clearer understanding of what had happened. They asked whether his recommendations were now unworthy, and whether my decision would set a precedent for future disputes.
- Santander had acted unreasonably throughout, and I should reconsider.

## **my findings**

I should explain first of all that we consider each case on its individual merits. My decision does not set any form of general precedent. I realise that Mr L and his partner are disappointed that I reached a different conclusion from that of the adjudicator. This service

operates a two-stage process; if either party disagrees with the adjudicator's conclusions, the complaint can be referred to an ombudsman for review. The ombudsman is not bound to follow the previous outcome, but must reach his or her own view of the complaint in the light of all the available evidence.

I have reconsidered all the available evidence and arguments – including Mr L's and his partner's further submissions – to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I find I have reached the same conclusions as I did in my provisional decision, which are summarised above.

Mr L wanted his joint account to be closed and payments – including direct debits – to be made from his new sole account. I accept that Santander did not handle the matter well. But the payments that were made from the joint account would otherwise have been made from Mr L's sole account – so he would always have been liable for them. I find no basis on which I might properly require the bank to write off the outstanding balance on the joint account.

Santander refunded all the charges it had applied because of what had happened and asked Mr L to make arrangements to repay the debt. It also said it would remove any adverse information it had recorded on his credit file if he did so within 28 days. Mr L did not do so within that period or later. In all the circumstances, I do not consider that the fair outcome is for me now to require Santander to amend Mr L's credit file.

### **my final decision**

My final decision is that Santander UK plc has made a fair offer to refund £100 in charges. I simply leave it to Mr L to decide whether, on reflection, he might now be prepared to accept that – bearing in mind that his acceptance would be in full and final settlement of this complaint.

Janet Millington  
**ombudsman**