

### complaint

Mr M complains that Santander UK Plc removed a third party authority, Mr B, from his account by mistake. As a result Mr B and Mr M suffered inconvenience.

### our initial conclusions

Our adjudicator recommended that Mr M's complaint be upheld. Santander agreed to pay Mr M an additional £175 on top of £225 already paid to Mr B before this service became involved. And Santander added Mr B back on to the account in early July 2015.

Mr M wasn't willing to accept the bank's offer. He says he was forced to borrow money to finance a purchase because he couldn't get access to his account from abroad.

### my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm satisfied Santander's offer to pay a total of £400 is fair and reasonable in the circumstances. I appreciate that Mr M says he had to borrow money elsewhere. I understand Mr M found it harder to manage his account without the help of Mr B who lives in the UK. But the fact that Mr B didn't appear on Mr M's account shouldn't have stopped Mr M from accessing money abroad. Santander has processes in place to help customers transfer money abroad if they are unable to visit a branch in the UK.

Mr M has given us evidence of his foreign property purchase. It shows Mr M placed a deposit in escrow sometime before August 2015. Mr M needed to pay the balance by the closing date of 8 September 2015. As Mr B was added back on Mr M's account by early July 2015, Mr B should've been able to help transfer the balance by the closing date. And as I've already said, Mr M could still have asked the bank to transfer the initial deposit without Mr B's help. Santander has searched its records but can't find any record of Mr M asking for help to transfer the money. For these reasons, I don't find it fair to require Santander to pay Mr M more than it has already offered.

**My decision is that I uphold this complaint and direct Santander UK Plc to pay Mr M £225 in full and final settlement. This is in addition to £175 already paid to Mr B.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M either to accept or reject my decision before **29 December 2015**.

**Gemma Bowen**

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

#### what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.