

### **complaint**

Mr J complains that Santander UK plc should not pursue him for payment of a balance which his former wife built up on their joint account after he took steps to remove his name from it.

### **background**

Mr J and his wife had a joint current account. After they separated, Mr J stopped using the account. His wife stopped using it about two years later, but Santander applied bank charges. After she became insolvent the bank asked Mr J to pay the balance.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Santander had not made an error and was within its rights to pursue Mr J under joint and several liability. But he said Santander was willing to honour its offer of £100 in settlement of his complaint.

Mr J disagrees with the adjudicator's opinion. He asks for a review.

### **my findings**

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I accept that, from early 2010, the bank knew that Mr J and his wife had separated.

I am satisfied that Mr J took steps to try to get himself removed from the account. But I do not consider it unreasonable that Santander required documents signed by each account holder. I am not persuaded that Mr J met that requirement, partly due to a lack of cooperation from his former wife.

On balance, I find it likely that he continued to receive account statements in joint names. So I consider that he ought reasonably to have known that he needed to take further action to get Santander to remove his name.

I am satisfied that Mr J did not initiate the transactions which led to the bank charges and the overdrawn balance in 2012. But I consider that the bank levied charges in line with the terms and conditions of the account. The effect of the Supreme Court ruling in 2009 is that such charges cannot be challenged on the grounds that they are unfairly high. I am unable to conclude that the bank acted incorrectly in levying the charges.

I do not conclude that the bank treated Mr J unfairly or unreasonably by not removing his name and continuing to hold him liable for the indebtedness.

I note that Santander has offered Mr J £100 in settlement of his complaint. I consider that this is more than fair and reasonable.

**my final decision**

For the reasons I have explained, my decision is that, in full and final settlement of his complaint, I order Santander UK plc to pay Mr J £100.

Christopher Gilbert  
**ombudsman**