

complaint

Mrs J complains that Santander UK Plc allowed her account to go into overdraft when there was no overdraft facility. As a result charges were incurred. She also complains that Santander had failed to transfer the account into her daughter's name as she had asked.

background

Mrs J opened the account but did not use it because there was no overdraft facility. Instead she let her daughter use the account for receipt of her benefits and to make payments. She says she told Santander about this arrangement. Mrs J says she asked Santander to put the account in her daughter's name because she was not using it. Charges were applied to the account whilst her daughter was using it. These have built up.

The adjudicator did not recommend that the complaint was upheld. She noted that, according to Santander, an account cannot be transferred into another person's name; a new account must be opened. The adjudicator concluded that Mrs J was responsible for the charges on the account because it was in her name. Mrs J rejected that because she had had to chase Santander about the change of name on the account; also Santander had not told her it was wrong for her daughter to use her account.

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 the light of the available evidence and the wider circumstances.

Mrs J says that Santander suggested her daughter became a joint account holder with her and that she, Mrs J, could then remove her own name from the account. But there are no documents, such as an application form signed by Mrs J and/or her daughter, to show that this process had started. Nor is there any evidence to show the application would have been successful. It would depend, for example, on Mrs J's daughter's credit rating at the time. I find it unlikely that Santander was aware that Mrs J's daughter had sole use of the account because this was in breach of the terms and conditions of use; it is unlikely that Santander would have allowed her to use it exclusively.

I am satisfied that the account is in Mrs J's sole name. She is therefore responsible for the charges which have been applied in accordance with the bank's terms and conditions.

I am very sympathetic indeed to Mrs J's family circumstances. I appreciate that my decision will come as a great disappointment to her but I am unable to find that Santander has done anything wrong. As the adjudicator did, I urge Mrs J to tell Santander about her financial difficulties because the bank has an obligation to act positively and sympathetically in such situations.

my final decision

My decision is that I am unable to uphold this complaint.

Angela Black
ombudsman