

## **The complaint**

G has complained that Santander UK Plc “Santander” took an unreasonable amount of time to change one of the signatories on its current account.

G says that it had to keep sending Santander different paperwork and it took around 8 months for the signatories to be changed on the account.

## **What happened**

In September 2022, the treasurer for G resigned. A new treasurer - Mr C - was appointed and the former treasurer made a request to change the signatories on G’s account.

Mr C says he completed forms and sent them off to Santander, but says the wrong forms had been provided. Mr C says he tried to call Santander to discuss G’s account, but was told Santander could not speak to him about G’s account as he was not (yet) a signatory on the account. Mr C says the new paperwork that was received bore no resemblance to the first set of forms that were sent out.

Mr C says that Santander kept asking G to provide the same information, but in different formats. Mr C says that the letters were received around 8 days after the date stated on the letter, and he says that G was only provided with 21 days in which to respond.

Unhappy with this, G complained to Santander about its handling of the matter.

Santander issued its final response letter on 18 January 2023. It said it first received a change of mandate form on 18 November 2022, requesting two existing signatories to be removed and confirming three signatories to be on the account.

Santander said it wrote to G asking for further information. Santander says it received the additional information on 22 December 2022, but said it asked G to provide minutes of the meeting that provided the full names of all the signatories to be added. Santander says it reviewed copies of minutes it received from G, but says the minutes didn’t detail a discussion about who the signatories will be by their full name. Santander also said that Mr C was not yet recorded as a signatory on G’s account. Santander explained only existing signatories could get in contact with Santander about the account, or Mr C would need to wait until he is added as a signatory, so that Santander could then discuss the Direct Debits on the account with him.

Unhappy with Santander’s response to the complaint, Mr C referred the complaint to this service on behalf of G. One of our investigator’s assessed the complaint and they were unable to conclude that Santander had acted unfairly or unreasonably in this matter. As Mr C did not agree with the investigator’s findings, the matter was referred for an ombudsman’s decision.

Finally, I note that after the matter concerning the signatories on G’s account was resolved, Santander asked that members of G provide information so that it could complete its Know Your Customer (‘KYC’) checks. Santander eventually took the decision to close G’s account.

As the investigator has explained, the matter regarding the closure of the account will need to be looked into as a separate complaint. So that aspect of the complaint won’t be addressed in this decision.

## What I've decided – and why

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

Having reviewed everything, I don't uphold the complaint. I will explain why.

I note that Mr C says that the former treasurer informed Santander that she was to be removed from G's account in September 2022 and he says that forms were sent out to be completed. Mr G says he filled in the form but discovered that it was the wrong form. However, Santander doesn't have a record of it sending out the initial forms that Mr C has mentioned. Nor has it any evidence of receiving the completed (incorrect) forms either.

The earliest document related to this event that I have seen is a letter dated 17 October 2022. That says: *"Please accept this correspondence as confirmation, that as existing signatories to the club's bank account [account details given], we consent to the removal of such"*. This was then signed by the two signatories who were being removed from the account, but no one else. However, although it's not clear when exactly Santander received this document, in the circumstances I don't think it was unreasonable for Santander to ask the signatories to complete a form and for all people concerned i.e. the existing signatories being removed and who G wanted as signatories on its account going forwards, to sign the form.

So based on the very limited information that is available regarding the initial form that Mr C says was sent out, I can't reasonably say that Santander dealt with matters unfairly or unreasonably.

Following this, I can see that Santander did receive a completed form on 18 November 2022. In this form, G requested that two existing signatories be removed from the account (one of which was the former treasurer) and confirmed that there were to be three signatories going forwards – Mr C, Mr E and Mrs B.

Unfortunately, Santander was unable to process the form as it needed ID for Mrs B. It wrote to G on 21 November 2022 explaining what ID it required from Mrs B to complete the process.

G responded to Santander on 12 December 2022 and explained that as ID documents for Mrs B only related to her maiden name, G had taken the decision to remove her as a signatory and add Mrs C instead.

Santander says it received this letter on 22 December 2022 and wrote back to G on the same day to confirm that its forms would need to be completed to add Mrs C as a signatory instead. Santander also asked for minutes of a meeting to be provided showing that it was agreed who the signatories would be.

Santander says it did receive minutes from a meeting, on 13 January 2023. However, it was unable to accept these as the minutes didn't state *all* of the people who should be added as a signatory on the account. Santander clarified that the minutes needed to state everyone who was present at the meeting and for them to state *all* of the names of who should be added to the account as signatories. Santander also requested that the minutes were signed by two board/committee members, with their names printed next to their signatures.

I understand that G did then provide this information, which was received by Santander on 2 February 2023 and the signatories on the account (including Mr C) were updated on 8 February 2023. I don't think the time it took for this was unreasonable.

Having reviewed the exchanges of information between G and Santander, I understand why Mr C and the other members of G may've been frustrated. But equally, I don't think that the information Santander was asking for was unreasonable.

In the circumstances, I think it was fair that Santander required the correct forms to be filled in, and also evidence to show that it had been agreed in a club meeting who the signatories of G's account should be. I also can't reasonably hold Santander responsible for the added delay that was caused by Mrs B being unable to provide the requested ID. I can see this complicated matters further, because G was then required to nominate yet another member to be a signatory – this time Mrs C - and then all of the necessary forms (and supporting evidence) had to be completed by G and processed by Santander (again).

Finally, I note that a part of the complaint was that Mr C called Santander, but Santander was unable to speak to him as he was not a signatory - even though Mr C says Santander had been told in September 2022 he would be one. However, I think it was reasonable for Santander to not speak to Mr C about G's account, until the process to add him as a signatory was complete i.e. 8 February 2023. I say this because, until he was added to the account on Santander's systems, he was not an account holder and therefore had no authority to do anything with the account until he was recorded as being one. Again, I recognise this may've been frustrating for Mr C, particularly given his role as treasurer, and also the need for matters to be rectified quickly due to the circumstances surrounding the departure of the previous treasurer. But ultimately if G needed to discuss the account with Santander (including the changing of account signatories) then Santander could only discuss the matter with someone who was *already* named as a signatory on the account.

I also note that Mr C complained that letters were received around 8 days after the date they were sent, and Santander provided 21 days to respond. But I can't reasonably hold Santander responsible for the postal service being slow. I also think that providing 21 days to respond is fair – I'm sure more time could've been provided if it was needed.

So taking everything into account, I'm unable to conclude that Santander has acted unfairly or unreasonable in the changing of G's account signatories.

### **My final decision**

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask G and G to accept or reject my decision before 12 June 2024.

Thomas White  
**Ombudsman**