

The complaint

Miss K complains that Santander UK Plc (“Santander”) failed to remove her ex-husband from their joint account following a visit to one of its branches.

What happened

Miss K and her ex-husband held a joint account with Santander. Miss K says when she separated from her husband she completed a form to remove him from the joint account which he signed and returned to a branch of Santander as well as providing a copy of her ID.

In March 2023 Miss K’s ex-husband messaged her to say that he purchased an item from an online account using their joint card by mistake as that was the card saved on the account.

Miss K complained to Santander as she was unaware her ex-husband still had access to her account.

Santander did not uphold Miss K’s complaint as it didn’t believe it had made any errors. Santander accepts there was a visit by Miss K to one of its branches in December 2022 as it has a digital footprint of this, but can’t say what happened during the visit. It says it has no record of receiving the completed forms needed to remove Miss K’s ex-husband from the account.

Miss K was dis-satisfied with this and brought their complaint to this service. Miss K wants Santander to investigate where the form to remove her ex-husband from the account has gone, to remove him from the account and acknowledge that her private banking details have been shared with him.

One of our investigators looked into Miss K’s concerns and reached the conclusion that there wasn’t enough evidence to say the requisite forms to remove her ex-husband were completed by Miss K in branch when she says she visited Santander and so they couldn’t safely say that Santander received her request to remove her ex-husband from the joint account they held.

But following bringing her complaint to this service Santander have provided the option of closing Miss K’s account and opening an account in her sole name and offered her £200 compensation for any errors made on its part which they think was fair.

Miss K doesn’t wish to accept this offer and has asked for an ombudsman’s 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 considered everything provided, I’ve decided what Santander have offered to settle Miss K’s complaint is fair and I’m not going to ask it to do anything more.

My role is to look at the problems Miss K has experienced and see if Santander has done anything wrong or treated her unfairly. If it has, I would seek – if possible - to put Miss K back in the position she would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

Miss K is unhappy that her ex-husband remained on their joint account following a visit to a branch she made to have him removed.

Miss K says she was never asked for any identification of her ex-husband during the branch visit and that she left with the impression that she had done all that was needed to remove him from the account. She is upset that she continued to have her salary paid into the joint account oblivious to the fact the account was still accessible to her estranged husband.

It is clear from both Santander and Miss K that there was a branch visit but it is not clear what was asked for or provided during the visit. But I agree based on the evidence it's likely something went wrong and Miss K didn't get the outcome expected from the visit. But Santander have now offered to close the account in question and open a new account in her sole name and compensate her £200 for the inconvenience. So Miss K will be in the position she wanted and expected to be in had things not gone as they did.

I accept that having her ex-husband still being a party to the account might have "exposed" her to financial risk but this never came to fruition and Miss K hasn't provided any evidence to show me she's suffered any financial loss. Nor is it clear to me what she wants to settle her complaint.

Miss K in some of her correspondence has referred to a data breach – due, she says, to a copy of her driving license and account amendment form going missing. But as I explained above, based on the evidence I'm unable to make a finding on what happened when she visited the branch. And this service doesn't supervise, regulate or discipline the businesses we cover. And my role isn't to punish or penalise businesses for their performance or behaviour – that's the role of the regulator.

And again, I can't see that Miss K has lost out financially because of this. In any case, things don't always go smoothly. And not every mistake warrants compensation. Here, I'm not sure if or what error Santander made, but were I to find it did do something wrong, I don't consider the detriment Miss K alleges sufficient to justify compensation above that already offered. So it follows that I think what Santander has offered to settle Miss K's complaint is fair and reasonable in the circumstances.

My final decision

For the reasons I've explained I've decided what Santander UK Plc has offered to settle Miss K's complaint is fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 27 November 2023.

Caroline Davies
Ombudsman