

## **The complaint**

Mr W complains about the overall service received from Santander UK Plc. This includes a restriction placed on his account, a cheque which was returned unpaid and Santander's overall communication with him.

Mr W is assisted in this matter by his son, Mr W2, and he has raised a number of points. But for ease, I'll refer to Mr W throughout this decision.

## **What happened**

In April 2019 Santander placed a restriction on Mr W's account. When he queried this, Santander said that a transaction had flagged on its fraud prevention system. Mr W said the restriction meant some of his standing orders had been stopped, resulting in him going into his overdraft on other accounts and incurring charges. Mr W also said he asked Santander for details of the payments which hadn't been processed, in preparation for bringing his complaint to this service, but Santander refused.

Mr W said he was kept on hold for over 30 minutes trying to remove the restriction. And, once it had been removed, he found that his wife's access was still restricted. Mr W then asked Santander to communicate with his son about matters moving forward and said he would sign a letter of authority to confirm this. But he said Santander refused to accept this and asked him to send in a letter outlining his request instead, which he thought was unnecessary hassle.

Additionally, Mr W said he tried to process a cheque during this period, but it was returned unpaid despite crediting the account with funds on the same day. Unhappy with matters, he complained to Santander. In addition to the above, he was unhappy with the overall service he had received, and he thought Santander had been unhelpful throughout. Mr W was also unhappy with Santander's communication, including that it kept starting new email threads despite his requests to have everything in one thread. Mr W also pointed out that Santander hadn't suggested any way he could avoid payments being blocked in the future.

Santander reviewed matters. It issued a final response letter in April 2019 outlining that it had blocked an initial payment of £4,535 as it was stopped by its fraud prevention system, and that Mr W would need to call it to discuss matters further. Santander then sent another final response letter in July 2019. In summary, it explained that it had already addressed the account restriction in the previous final response letter. It also said it couldn't guarantee that payments wouldn't be blocked again in the future. Santander acknowledged that Mr W had asked for details of his transactions and explained this could be found on his online banking facility, or alternatively it could send him copies of his account statements.

Santander acknowledged that the account restriction resulted in a delay in some standing orders being processed. It also recognised the inconvenience caused by Mr W's wife's access remaining restricted, despite being told matters were resolved. Santander explained it could discuss matters with Mr W's son, but only if Mr W provided verbal consent or a letter of authority. In relation to the unpaid cheque, it said that whilst Mr W had credited his account with funds on the same day, it recommended that funds cleared in the account the

working day before the cheque was due to debit, to ensure there were sufficient funds in the account.

Overall, it offered Mr W £50 compensation in recognition of the errors made. But Mr W remained unhappy and brought his complaint to this service. One of our investigators reviewed matters. She didn't think we could look at the concerns addressed in the final response letter dated April 2019 as Mr W had brought it to us more than six months after it had been issued. But she thought Mr W's complaint points regarding the impact of the account restriction, the letter of authority and the unpaid cheque had been brought to us in time.

Our investigator didn't uphold these complaint points. In summary, she agreed Mr W had been caused some inconvenience following the account restriction. However, she thought the £50 compensation was enough to put matters right. She also thought the explanations from Santander relating to the letter of authority and the cheque were both reasonable.

Santander didn't dispute our investigator's findings. Mr W asked if he could have some more time to respond to the investigator's findings and, failing this, asked for the case to be reviewed by an ombudsman. The case has now been passed to me to decide.

### **What I've decided – and why**

#### *The blocked transaction covered in the April 2019 final response letter*

Before the merits of Mr W's complaint can be investigated, I need to decide first whether his complaint is one I can consider at all. This is because the Financial Conduct Authority (FCA) Dispute Resolution (DISP) Rules, under which I'm obliged to operate, set timescales within which complaints need to be brought to this service.

In relation to whether a complaint has been made out of time, DISP 2.8.2 R says:

*The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:*

*(1) more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication...*

*unless:*

*in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances.*

Santander sent a final response letter to Mr W in April 2019, addressing the blocked transaction and the steps he would need to take for the payment to be approved. Mr W had until October 2019 to refer his complaint about that to us. He didn't do this until January 2020, so this aspect of the complaint was referred out of time under the rules that I must apply. And I haven't been presented with any information to suggest that exceptional circumstances apply here. It follows that I don't have the power to consider this aspect of Mr W's complaint.

*The impact of the account block, the letter of authority, the unpaid cheque and the overall service received*

I'm satisfied that these complaint points were referred to this service in time.

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

In correspondence with this service, Mr W highlighted that the investigator commented on issues that were outside of the original complaint brought to this service. Therefore, my findings will only focus on matters relevant to the complaint brought to us. And, although a number of issues have been raised in relation to this complaint in particular, this decision only addresses those issues I consider to be materially relevant to the crux of the complaint. However, I've given careful consideration to all of the submissions made to date.

As I understand it, Mr W wanted more time to make further submissions, however I don't think this is necessary. I say this because I think Mr W was given a reasonable amount of time to make any final submissions before the case was passed to me to decide. And, I have enough information to reach my decision. I'll now set out my reasoning below.

In its more recent final response, Santander acknowledged the impact that the account block had on Mr W – particularly that some standing orders were stopped, and his wife's access remained restricted, despite being told the block had been lifted. I'm glad to see that Santander apologised for the inconvenience caused here and offered £50 compensation in recognition of these errors. Having thought carefully about this, I think its offer to put matters right is reasonable in the circumstances. I've also considered that in response to Mr W's request for a list of the account's historic transactions, Santander explained that this information was available on the online banking facility. It also offered to send Mr W copies of the account's statements instead if needed, which I think was reasonable too.

I know Mr W is unhappy that Santander can't guarantee that it won't restrict his transactions in the future. But all banks, including Santander, have a responsibility to ensure its customers' accounts are protected. So, I don't think it's unreasonable that Santander would want to continue taking measures to ensure its customers' funds are safeguarded, in line with its legal and regulatory responsibilities.

As I understand it, Mr W also thinks Santander wasn't helpful when he tried to appoint his son as his representative. Having reviewed Santander's response to this, it said it would engage with Mr W's son if Mr W offered verbal consent, or if he provided a signed letter of authority. It also outlined that Mr W might want to consider appointing his son as power of attorney (POA) instead.

Santander then also sent Mr W's son a letter in July 2019 outlining that he may wish to consider acting as a POA and directed him to its website to learn more about how to do this. I don't think the options offered here are unreasonable and I think Santander offered clear and helpful information about how Mr W might go about appointing a representative to deal with his financial matters.

I'll turn next to the cheque which was returned unpaid. Mr W was disappointed this happened and said that he'd deposited enough funds into the account to cover the payment on the same day. However, Santander has said the cheque was returned unpaid due to there being insufficient funds in the account at the time it was processed. It further explained that it encourages its customers to have available funds in the account the working day before the cheque is due to debit, to ensure there are sufficient funds in the account to cover the payment. This isn't unusual, and I consider Santander's explanation about the matter to be clear here and helpful in preventing the issue arising again.

Overall, I understand Mr W feels Santander has been unhelpful throughout the process. However, having reviewed matters, I've considered that Santander apologised for the impact

of the account restriction and has paid what I consider to be a reasonable sum of compensation to recognise this. It follows that I don't think Santander needs to do anything further to resolve this complaint.

### **My final decision**

For the reasons set out above, this service can't consider the complaint about Santander's decision to restrict the account, covered in the earlier final response letter.

In respect of Mr W's other complaint points, addressed in the later final response letter, my final decision is that I don't require Santander UK Plc to take any further steps to resolve it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 April 2022.

Hana Yousef  
**Ombudsman**