

## The complaint

Mrs J complains Santander UK Plc sent statements to her old address and then restricted her account leaving her with no access to her funds whilst she's been living abroad.

Mrs J is represented by her daughter, Miss M.

## What happened

Mrs J changed her address with Santander in July 2021. She says she complained to Santander that it had sent statements to her old address after this date. Santander wasn't satisfied that it was Mrs J calling to raise this complaint. So, it restricted her account. Santander explained Mrs J would need to visit a branch to have the account unblocked.

Mrs J explained to Santander that she was now living abroad and in the process of applying for residency so couldn't return to the UK. She asked Santander to allow her to unblock her account another way, but Santander refused.

The complaint was referred to us by Miss M on behalf of Mrs J. Mrs J still doesn't have access to her account almost a year later. Mrs J has had to use credit cards for day to day spending. She says she's missed out on a property purchase because of this.

Our Investigator was satisfied that Santander was entitled to restrict the account. And he thought Mrs J had likely provided an incorrect house name when she changed the address. Overall, our Investigator didn't think the complaint should be upheld.

Miss M didn't agree and asked for the complaint to be looked at again, so it was passed to me to review. I issued a provisional decision on 28 July 2022. In this, I said:

*There are two issues I need to consider here. For ease, I'll address them separately.*

### Statements being sent to an incorrect address

*It's clear that once Mrs J changed her address, the house name was incorrect. Miss M says this was a breach of data protection. Because we don't have the call where Mrs J changed the address, I can't know for sure whether this was a mistake by Mrs J or Santander. But I don't think this makes a difference overall. It's clear Mrs J got this statement given that she complained about the address being incorrect. I can't see that her data has been compromised in this situation. If Mrs J thinks her data protection rights have been breached, she should raise this with the Information Commissioner.*

*Mrs J says that statements for her account were sent to her old address after she changed it. Santander denies this. Miss M has provided us with a copy of statements sent after Mrs J changed her address. Two of these statements were accounts in joint names and both of these were sent to Mrs J's old address. The one account in Mrs J's sole name was sent to the new address Mrs J had provided to Santander.*

*The joint accounts are held in the name of Mrs J and her husband. We don't have his consent to consider a complaint about an account he is named on at this stage. As our Investigator has explained, if Mrs J and her husband wish to complain about a problem with their joint account, we will need to consider this as a separate complaint. So I won't make any finding on that here.*

*I've seen no evidence that Santander did send statements for Mrs J's sole account to her old address after she changed it. As I've said above, the statement she's provided us from around the time of the complaint was sent to the new address she'd provided to Santander, albeit with the house name initially incorrect. So, I don't intend to uphold this part of the complaint.*

#### *Santander restricting the account and refusing to unblock it*

*Santander is required to protect its customers money. And for this reason, it's entitled to block accounts if they think they are being used by other people.*

*Santander has said it thinks that there were calls made by both Mrs J and someone pretending to be her. Unfortunately, Santander hasn't been able to provide us with all of the calls regarding Mrs J's account. However, it's provided some. I've reviewed two of the calls that Santander has provided us with. And I agree it's likely these are two separate people. Of course, I can't know for sure who was using the account. However, the person pretending to be Mrs J had access to her passcodes and other information. But wasn't able to provide more specific answers to questions such as details on recent transactions. Based on this, I don't think Santander was wrong to be concerned that someone other than Mrs J was trying to access the account.*

*Santander has also provided me with evidence that someone was accessing Mrs J's online accounts from the UK whilst at similar times using the debit card abroad.*

*During our dealings with both Mrs J and Miss M, neither has seemed particularly concerned by reports that someone else has been trying to access the accounts. Taking this into account, and having listened to the calls provided by Santander and the calls our Investigator had with Miss M, I think it was more likely than not that it was Miss M pretending to be her mother and accessing Mrs J's accounts from the UK whilst Mrs J was abroad.*

*I don't doubt Miss M was simply trying to assist Mrs J, and that Mrs J was aware of this happening. But this doesn't mean it didn't give Santander cause for concern which would warrant blocking Mrs J's account for security purposes. And Santander's account terms don't allow for the sharing of security information in this manner, even between family.*

*In summary, I'm satisfied that Santander was entitled to block the account to protect Mrs J's money. I'd also add at this stage that there was always a risk of problems using a UK based bank account when moving abroad. They aren't designed to be operated abroad on a permanent basis. And I think by not making other arrangements, this has contributed to the position Mrs J finds herself in.*

*However, taking all of the above into account, Mrs J is still in the situation where she doesn't have access to her money. She hasn't, as far as I am aware, returned to the UK and says she doesn't plan to anytime soon. And I do think Santander should've taken more steps to help her have her accounts unblocked without the need for her to return to the UK.*

*So, I'm going to uphold this complaint in part as I'm going to ask Santander to do something further to ensure Mrs J is able to access her account without the need to return to the UK.*

*Mrs J says that Santander has branches in the country she now lives in. Santander says that they are a separate business entity and their systems are different. However, I'm not currently persuaded that it couldn't still verify a customer's identification and communicate with a UK based Santander branch. If Santander maintains this is the case, it should explain why further in response to this provisional decision.*

*Regardless, what remains the case is that Santander should find a way to allow Mrs J to unblock her account without having to return to the UK. Before I issue my final decision, I'll consider any other suggestions made by both Santander and Mrs J to unblock Mrs J's account which do not involve her having to return to the UK.*

*Miss M has said compensation should be paid to Mrs J. She's said Mrs J has had to live off credit cards and has missed out on a property purchase because of not having access to the funds. For the reasons set out above, I think Mrs J has acted against the terms of her account by sharing security information and Santander has been given cause for concern.*

*So, Mrs J does bear some responsibility for what has happened here. But, I also think Santander should've been more flexible in finding another way to unblock Mrs J's account. For that reason, I think that £150 compensation is a fair amount to reflect the distress and inconvenience Santander's lack of flexibility caused Mrs J.*

I invited both parties to respond to my provisional decision.

Miss M said, in summary:

- Her and Mrs J weren't concerned that anyone had accessed the account as Mrs J still had the debit card for the account in her possession.
- £150 wasn't nearly enough compensation for the fact that the account had been blocked for so long.
- She reiterated complaint points about the joint account and change of address

Santander responded saying:

- It wasn't sustainable for Miss M to continue to operate Mrs J's account without formal authorisation. So Miss M could either be added to the account, obtain a power of attorney for Mrs J or Mrs J should open a new account in the country she is now in.
- It maintained it was correct to block the account after Miss M attempted to impersonate Mrs J to operate the account.
- It agreed it will make an exception to its policy in this situation and verify Mrs J's identification to reactivate the account via phone.

The complaint has been passed back to make to make a final 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 done so, I see no reason to depart from the conclusions I came to in my provisional decision.

I've explained why I can't consider the complaint about the joint account here – this will need to be set up as a separate complaint with Mrs J's husband's consent. Our investigator is in the process of arranging this and I won't comment on this matter further.

I've still seen no evidence, as set out in my provisional decision, which shows that statements were sent to an incorrect address for Mrs J's sole account. So, I'm not making any award for this.

I'm pleased that Santander has agreed to unblock Mrs J's account via the phone. It's confirmed that this will be done by a Senior Fraud Manager shortly and I understand they've already been in touch. This will allow Mrs J to access her funds again. And I agree with Santander that it may be best if Mrs J were to open an account in the country she is in. UK based current accounts are typically not designed to be operated on a long-term basis abroad. And it's possible problems may occur further down the line.

Furthermore, I'd remind Mrs J and Miss M that whilst Miss M isn't a party to the account, the terms and conditions do restrict Mrs J from sharing security information with others and allowing others to attempt to operate the account.

I've thought about what Miss M has said about the level of compensation I suggested. However, as I set out in my provisional decision, I think this incident was brought about by Mrs J sharing security information for her account and trying to operate it in a way which it isn't designed to be operated. This was acting against the terms and conditions of the account. Because of this, I remain of the opinion that the lack of access to her funds was, in part, down to her own actions and failing to take care of the security of the account.

I do think Santander should've been more flexible in the manner in which Mrs J could unblock her account. I've thought about this again, but I've decided that £150 remains a fair and reasonable amount of compensation when taking everything into account.

### **Putting things right**

Santander should contact Mrs J by phone in order to unblock her account. It should also pay her £150 for the distress and inconvenience of not being more flexible when it came to helping her unblock her account.

### **My final decision**

I uphold this complaint and require Santander UK Plc to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 8 September 2022.

Rob Deadman  
**Ombudsman**