

The complaint

Mrs J and Mr M complain Santander UK Plc sent statements to their old address and then restricted their account.

Mrs J and Mr M are represented by their daughter, Miss M.

What happened

Mrs J and Mr M hold a joint savings account with Santander. Mrs J changed her address with Santander in July 2021. Mr M says he went into a branch to change his address. Santander says it has no details of his address being changed around this time.

Mrs J and Mr M say that several weeks after they changed their address, they were contacted by the people living at their old address saying they'd received a statement for their savings account from Santander. The people living at her previous address had opened the statement. Mrs J says she complained to Santander about this.

Santander wasn't satisfied that it was Mrs J calling to raise this complaint. So, it restricted both the savings account and Mrs J's sole account. This service has considered a complaint about the actions on Mrs J's sole account. I issued a final decision considering that particular complaint. So, I won't be revisiting that here. This decision will focus purely on the restricting of the joint account and the statements being sent to an incorrect address.

Santander explained Mrs J and Mr M 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 and Mr M. We understand that Mrs J and Mr M have since been able to access their funds and the address correctly changed. Santander has explained that whilst the address was changed for Mrs J, it wasn't changed for Mr M and, as he was the primary account holder, the statement for was sent to their old address.

Our Investigator thought this complaint should be upheld. He noted that Mrs J and Mr M hadn't had access to their savings account for over a year. And he thought that Santander should've provided Mrs J and Mr M with a way of unblocking their account which didn't involve returning to the UK. He also noted that Mrs J and Mr M would've been caused distress by knowing their statements had been sent to an incorrect address and been seeing by people they didn't know. Overall, he thought Santander should pay a total of £350 compensation.

Neither Santander or Mrs J and Mr M confirmed acceptance of the Investigator's opinion. So, it's been passed to me to review and 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.

I can't know for sure whether Mr M did change his address with a Santander branch. If he did, then it's clear Santander made a mistake in not actioning this. But, even if he didn't, I think Santander should've made it clearer when Mrs J changed her address that correspondence would've still gone to their old address until Mr M changed his address. It hasn't shown us that it did so. I'm satisfied that, on balance, it's made a mistake in this regard.

Moving on to the blocking of the account. I made a finding on this in my decision regarding Mrs J's sole account. However, I've reconsidered that in relation to the joint account. I find myself coming to the same conclusions for the same reasons which I'll explain.

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.

However, taking all of the above into account, it was still over a year that Mrs J and Mr M didn't have access to their savings account. And I do think Santander should've taken more steps to help them have their accounts unblocked without the need to return to the UK.

I'm aware that access had been restored to the account. But, I think that Santander should pay some compensation for the distress and inconvenience caused by the address change. This meant a stranger received their bank statements which would've been upsetting and worrying to them. Santander should also pay compensation for the lack of flexibility it showed when Mrs J and Mr M were trying to unblock their savings account. They were trying

to buy a property abroad at the time and this would've made things much more difficult. I've also taken into account the fact that Mrs J and Mr M must bear some responsibility here for allowing their account to be operated outside of the terms and conditions by someone other than them.

I've thought carefully about this, and I agree with our Investigator's opinion that £350 fairly reflects the distress and inconvenience caused in this situation in relation to Mrs J and Mr M's joint savings account.

I'm also aware that Santander has since closed both accounts. This is subject to a separate complaint. So I won't consider this here or comment on this further.

Putting things right

Santander UK Plc should pay Mrs J and Mr M £350 for the distress and inconvenience this matter has caused.

My final decision

I uphold this complaint and direct Santander UK Plc to pay compensation as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr M to accept or reject my decision before 13 December 2022.

Rob Deadman
Ombudsman