

The complaint

Mr F complains that Santander UK Plc blocked his account access.

What happened

Mr F says he had problems with Santander blocking his account access in July 2021 which required him to attend a branch. He says he has mobility issues. Mr F says a further payment was blocked in July 2022 and he spoke to Santander about it. He says he provided answers to all of the security questions but was told his accounts were all blocked and that he needed to attend a branch which is about 23 miles away. Mr F says he hasn't been treated fairly.

Santander says it is entitled to block an account, where it has security concerns, in line with account terms and conditions. It says its concerns were that Mr F's voice didn't appear to match his age.

Mr F brought his complaint to us, and our investigator didn't uphold the complaint. The investigator thought it was up to Santander to decide what its security measures were and that it had acted in line with account terms and conditions.

Mr F doesn't accept that view and says Santander hasn't raised the voice issue in the past and it hasn't acted reasonably.

My provisional decision

I issued a provisional decision on this complaint and said that I thought this complaint should be upheld and didn't think Santander had acted fairly and reasonably.

I had no doubt Mr F appreciates that fraud is a major problem for banks and building societies and that they must have measures in place to protect their and their customer's money. I said that inevitably means that on occasions legitimate customers and their transactions can be affected by those anti-fraud measures. But I said that doesn't mean automatically that a business has acted unfairly by imposing such restrictions and that such measures as here are in line with agreed account terms and conditions. I accepted that legitimate customers can be caused inconvenience through no fault of their own or their bank.

I looked carefully at Mr F's transaction in July 2022 and at Santander's account notes for that date and the previous account block in July 2021. I was satisfied that Mr F's attempted transaction for just under £1,000 raised security concerns and was satisfied that it's up to Santander when exercising its commercial judgement to make such a decision to block it pending further information. I made clear that I was satisfied Santander was entitled to make such decisions in line with agreed account terms and conditions.

I listened to the telephone call between the parties to decide if Santander acted fairly and reasonably in then blocking Mr F's account and requiring him to attend a branch. I was satisfied that Mr F answered all of the security questions, providing account and security

numbers. He also provided correct answers to all of the other questions asked of him and corrected Santander when it incorrectly told him he had recently been asked to attend a branch. Mr F pointed out that was in 2021, not recently, and that he had attended.

So, I didn't think Santander acted fairly or reasonably in those circumstances and can't see any reason why it could reasonably conclude there was a security risk. I was satisfied that it was Mr F that corrected the incorrect information and it difficult to see how a fraudster would have known about the July 2021 incident or known the correct dates. I thought at that stage it ought to have been clear that the caller was Mr F.

I appreciated that Santander may say it had reasonable security concerns despite all of the correct information provided. But those concerns appear to be that Mr F's voice didn't appear to match his age. I said it is difficult to see provisionally how that is a reasonable conclusion to reach having listened to the call and listened to Mr F's correct answers to all of the questions asked.

I accepted that Mr F had mobility issues and could see that Santander were made aware of them in 2021. I said I would have expected in those circumstances for some allowance to have been made of Mr F's circumstances and for Santander to have noted those issues on its records. I was satisfied that it is a significant step to block all of the accounts of someone with mobility issues and require them to attend a branch for an apparent issue over the age of a voice. I was satisfied Mr F was caused distress and inconvenience and made arrangements for transport to the branch. I thought that if Santander had concerns then it could have dealt with this issue differently and made appropriate adjustments.

My provisional view was that Santander should pay £200 compensation which I thought is fair and reasonable. And I said I hope it updates its records to avoid this sort of unreasonable assumption in the future. I couldn't see any evidence that Mr F suffered any real financial loss and thought the compensation amount fairly took into account travel costs.

Both parties have agreed with my provisional 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 have come to the same overall view I reached in my provisional decision and for the same reasons.

Putting things right

Santander should pay £200 compensation.

My final decision

My final decision is that I uphold this complaint and order Santander UK Plc to pay Mr F £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 May 2023.

David Singh
Ombudsman