

## **The complaint**

Mr F complains that Santander UK Plc unreasonably closed his accounts after he received payments later reported as fraud. He also complains of the difficulties in collecting the remaining funds.

## **What happened**

Mr F held several bank accounts with Santander. In August and September 2022, he received two payments into one of his accounts. But these were later reported as fraudulent by the sending bank.

Santander restricted Mr F's accounts and asked him about the payments. He explained that he had received the money from a relative as a gift. They had been too busy to send it themselves, so the sender had sent it on their behalf. He submitted some paperwork to show the sender's details. But the bank weren't satisfied with this explanation and wrote to him to say they were closing his accounts in 30 days, although the block remained in place. They returned the disputed payments but said Mr F could withdraw his remaining funds in branch.

When Mr F went to branch, he was incorrectly told that he could only withdraw wages and benefits from the account, which meant having to make multiple trips to the branch. And he was told he couldn't withdraw the full amount he wanted without arranging it in advance. He complained about this, as his disabilities meant travelling to the branch required him to use taxis. He complained about this and the closure.

Santander investigated what happened. They said that they weren't satisfied Mr F was entitled to the funds paid in, so they were within their rights to close his account and return the funds. They said it wasn't their intention to cause him unnecessary distress – and paid £75 to apologise for the conflicting information, the time he spent having to call, and a contribution to the cost of the taxis.

Not satisfied with this Mr F referred his complaint to our service. He said Santander had discriminated against him because of his disabilities. Our investigator looked into it but thought the bank's offer was reasonable. They said the account closure was in line with the terms of the account. They also said that Mr F was always going to have to attend the branch to withdraw his remaining funds but accepted that the bank could have provided him with clearer information to keep his trips to a minimum. On that basis they felt the £75 was fair.

Mr F disagreed, saying Santander had discriminated against him because of his disabilities. He said he'd never been offered or paid £75. As no agreement could be reached the complaint has been passed to me to decide.

## **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.

As the investigator has pointed Santander have legal and regulatory obligations to meet when providing accounts to their consumers. These obligations can mean that sometimes they're required to block an individual's account, for example when there is a report they've received fraudulent funds.

In this case I'm satisfied Santander received a credible report that the funds paid to Mr F didn't belong to him. In the circumstances it's not unreasonable to block his accounts while they investigate. There is provision for this in the terms of Mr F's account.

I've also reviewed the evidence Mr F submitted to Santander – and I'm not persuaded that this shows his entitlement to the funds. The payment forms don't seem to have the reason for the payment included, so there's no way to verify the purpose of the payments.

I note at various times Mr F has given slightly different explanations for the payments. I see from Santander's notes that he wanted to submit voice notes as well, although there would be no way to verify who these were from. And it doesn't look like the fraud report was ever withdrawn by the sending bank. So overall, I'm not satisfied that Santander were unreasonable in deciding to return the funds.

Santander can also close accounts, so long as they do so in line with the terms. Generally, this means giving two months' notice. In Mr F's case they gave 30 days' notice, but considering the restrictions placed on the accounts it was effectively no notice. The terms allow for this in certain circumstances and having considered what happened here it wasn't unreasonable for Santander to close Mr F's account in the way they did.

Mr F feels discriminated by Santander because of his disabilities. While I appreciate that he feels this way, it's not my role to decide whether Santander have breached the Equalities Act 2010. The act makes it clear this is reserved for court. My role is to decide what is a fair and reasonable outcome to the complaint, considering the relevant laws, regulations and what I consider to be good industry practice.

I don't see it was unreasonable for ask Mr F to attend branch to withdraw his funds – this is Santander's standard process when an account has been blocked. I also understand they wanted to identify Mr F in person as they had received a suspicious phone call. I appreciate this will have been less welcome for Mr F because of his disabilities, but this is what I'd expect to see for anyone regardless of their circumstances, so I don't see he's been treated differently than anyone else in the same situation. I can't see that Mr F requested any specific adjustments, or that Santander were aware of his disabilities until after the account was closed. So, I find it in line with their legal and regulatory obligations, so I don't see they've done anything wrong by asking him to visit his local branch.

But I agree with Mr F that Santander could have been more helpful in keeping his trips to a minimum. It's not unusual for banks to request advance notice when withdrawing large sums of cash, as often this has to be made available to the branch. Given the balances on his account, this could have been made clear to Mr F in the closure notice. Santander have also accepted that he was misadvised when he was told he could only withdraw wages and benefits. This means he made one more trip to the branch than was necessary. I agree that Santander should pay Mr F a degree of compensation for this, and for the difficulties he had getting through on the phone.

Overall, I'm minded that the £75 Santander have already paid is a reasonable reflection of the impact on Mr F. I've seen that he has said he wasn't offered this money – but I can see the offer is included in Santander's final response letter dated 20 October 2022. I can also see from the account history this was paid on 21 October, and then included in the withdrawal on 24 October. So, I'm satisfied that it's been paid and collected by Mr F. As

such, I'm not asking Santander to do anything further.

### **My final decision**

My final decision is that Santander UK Plc do not need to do anything further to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 March 2024.

Thom Bennett  
**Ombudsman**