

## **The complaint**

Ms G is unhappy with several aspects of the service she's received from Santander UK Plc.

## **What happened**

Ms G holds a Santander 123 Current Account and resides overseas. In July 2023, she received a large sum of money into her account. Ms G tried to transfer some of the money out of her Santander account, but Santander required her to input a one-time passcode (OTP) which Santander explained would be sent by them to Ms G's mobile phone. However, Mrs G never received the OTP, despite several transfer attempts.

Ms G wasn't happy about this, or that the requirement for her to input an OTP to authorise a payment seemed to be inconsistent. Ms G also wasn't happy that Santander had raised her online banking daily payment limit to £5,000 without her consent, or that she hadn't been told that she could instruct transfers over the telephone when she'd first spoken with Santander. So, she raised a complaint.

When Santander first spoke with Ms G about her complaint, they noted that she'd been trying to increase her online banking daily payment limit from £500 to £5,000 but had been having difficulty doing so. And Santander made payments of £65 and £30 to Mrs G as compensation for any trouble or upset she may have incurred.

Santander then issued a formal response to Ms G within which they confirmed that they had sent the OTPs to Ms G's phone number but noted that Ms G held an overseas telephone number, and that receipt of their OTPs are guaranteed with international numbers. Santander also explained that the need for an OTP to be used as a security measure isn't a requirement on all transactions. And they also didn't agree that they'd set Ms G's online banking daily payment limit to £5,000 as Ms G contended. Ms G wasn't satisfied with Santander's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they felt didn't feel Santander had acted unfairly in how they'd managed the situation and felt that the response Santander had issued to Ms G's complaint already represented a fair outcome. Ms G remained dissatisfied, so the matter was escalated to an ombudsman for 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'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Ms G has made some detailed submissions to this service which raise further points of complaint. For instance, after receiving Santander's formal response to her complaint on 26 July 2023, Ms G referred her complaint to this service on 31 July 2023. And on 8 August 2023 Ms G sent a further email which included further points of complaint, including that Ms G felt that Santander had deliberately blocked her account.

However, it must be noted that this service is only able to consider points of complaint which have previously been referred to the respondent business and which that business has therefore had the opportunity to consider and formally respond to.

As part of their submission to this service, Santander have included complaint notes which detail what was discussed when Ms G raised her complaint with them. The further points of complaint which Ms G has brought to this service aren't recorded in those complaint notes, and Santander have made no reference to them in their complaint response.

As such, I don't feel that the further points of complaint which Ms G made on 8 August 2023 are within the remit of what I can consider at this time. I can therefore only refer Ms G to Santander to raise these further points of complaint with them directly, so that Santander can consider them and formally respond to them – after which, Ms G may have the right to refer those further points of complaint to this service, should she still wish to.

The points of complaint that I can consider are those that I have described in the preceding section. These surround the issues Ms G has encountered with the OTPs and her mobile banking daily limit being raised to £5,000, as well as the fact that Ms G wasn't told by Santander that she could instruct payments via telephone when she first contact them.

Santander have explained that the need for an account holder to input an OTP is a security measure that isn't always required, and that its requirement is dependent on several factors that Santander consider as part of their account security process. This doesn't seem unreasonable to me, and I'm satisfied that it's for Santander to set the security protocols that they require to be completed as they see fit.

Additionally, Santander have been able to demonstrate to my satisfaction that they did send the OTPs in question to Ms G's telephone number. And I accept Santander's position that the subsequent non-receipt of those OTPs by Ms G isn't something which Santander should reasonably be considered accountable or responsible for.

I'm aware that Ms G feels that the fact that she has an international telephone number isn't a significant factor here because she hasn't had any issue receiving OTPs from Santander or other banks prior to this. But the reason why the OTPs weren't received by Ms G sits outside the remit of this complaint – which is only concerned with the actions of Santander. And, as explained, I'm satisfied that Santander did send the OTPs to Ms G. I also feel that Santander's suggestion that Ms G's non-receipt of the OTPs might be because of her holding an international telephone number was a reasonable suggestion to have made.

Ms G is also unhappy that Santander raised her mobile banking daily payment to £5,000 without her consent. Santander have explained that there was initially no daily payment limit for mobile banking, but that account holders could set their daily limit themselves. And Santander have also explained that they recently made the decision to set the daily payment limits of all account holders who hadn't yet set a daily payment limit themselves to £5,000, which they feel is what happened here.

But Ms G has explained that she did set a daily payment limit of £500. And Santander's complaint notes record that Ms G was unhappy that she was having difficulty raising that daily limit from £500 to £5,000, as she wanted to.

Accordingly, I feel it's most likely the case that Ms G's daily payment limit wasn't set to £5,000 because she hadn't previously set a limit, as Santander contend. However, given that Ms G was trying to set her daily payment limit to £5,000 herself, I don't feel that there's been an unfair outcome here. And this is because the result is that Ms G's daily payment limit has ended up at £5,000, as she wanted it.

Finally, Ms G is unhappy that she wasn't informed by Santander's telephony staff that she could instruct payments via telephone when she first spoke with them. But I feel that the facility to instruct payments by phone is, or reasonably should be, common knowledge. And I feel it was for Ms G to have requested that Santander take her payment instruction by telephone if she wanted her instruction to be received in that manner.

All of which means that I don't feel that Santander have acted unfairly or unreasonably in the manner that Ms G contends here. And it follows from this that I won't be upholding this complaint or instructing Santander to take any further or alternative action. I realise this won't be the outcome Ms G was wanting, but I hope she'll understand, given what I've explained, why I've made the final decision here.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 23 February 2024.

Paul Cooper  
**Ombudsman**