

The complaint

G, a limited company complains that Santander UK Plc unfairly blocked and closed its accounts. G is also unhappy that Santander took too long to release funds held in its accounts, which it says led to loss of business and inconvenience.

G's complaint has been brought to our service by Mrs S, who was recently been appointed as G's director.

Mrs S is being represented by her husband Mr S.

What happened

For this complaint G has appointed representatives, but for ease of reading I'll only refer to Mr S and G throughout this decision.

G had two accounts with Santander – a business current account and a business savings account.

In June 2022, in order to comply with its legal and regulatory obligations, Santander reviewed G's accounts. Whilst it completed its review Santander blocked the accounts – which meant Mr S couldn't access any of the money in them. At the time the total balance of the accounts was just under £1,700.

Mr S has explained that G is a property rental company and G's accounts are used to receive rents from tenants. Mr S has explained that not being able to access G's accounts made running the business impossible and led to properties not being ready for tenants, because it couldn't pay contractors to carry out essential repairs. This led to financial losses as tenants were made to move out or had to be compensated by loss of rents.

Mr S contacted Santander on several occasions throughout June 2022, to try and find out what was happening with G's accounts and the reasons behind the bank's actions. Santander didn't provide Mr S with much information and said it hadn't done anything wrong and had acted in line with the terms of the accounts and relevant regulations.

Following its review, on 13 and 14 July 2022 Santander decided to close G's accounts immediately. Santander wrote to Mr S to tell him he'd need to make alternative banking arrangements and issued cheques for the closing balances. However, on 21 July 2022, Mr S contacted Santander and asked for the cheques to be cancelled and the balances to be transferred to another account. Santander followed Mr S's instructions and released the balances on 28 July 2022.

Mr S complained to Santander. He said that the blocks on G's accounts had made life very difficult for him to run his business. He said he had previously provided information to the bank about how he operated his accounts so he could see no reason why G's accounts had been frozen. Mr S said that the bank had taken too long to complete its review and release the funds in G's accounts.

In response, Santander said it hadn't done anything wrong when it had blocked and reviewed G's accounts. It said it had done so in order to comply with its legal and regulatory obligations. Santander also said that it had closed the accounts in line with the terms and conditions. The bank explained that it hadn't caused any delays in releasing the balances of G's accounts and had to complete several administrative processes before it could do so. It said that it had completed this process as quickly as possible after Mr S had asked for the cheques it had issued to be cancelled in mid July 2023.

Mr S wasn't happy with the bank's response and brought G's complaint to this service. Mr S explained that the restrictions on G's accounts and waiting for the balances to be released had taken a toll on his mental health and caused financial problems for his business. Mr S said he was forced to borrow money from family and friends to get by, and his bills went unpaid. So, he said Santander should pay compensation for the financial losses and inconvenience caused by Santander blocking and closing G's accounts. And holding onto G's money for too long.

One of our investigators reviewed the complaint. She thought Santander hadn't done anything wrong when it blocked G's accounts. She said Santander had acted in line with their legal and regulatory obligations. And hadn't done anything wrong when it had decided to close G's accounts. However, she said Santander took too long to complete its review and could've done things much quicker. So, she said Santander should pay G interest for loss of use of its funds between 5 and 14 July 2022.

Santander disagreed. It said it had been complying with its legal and regulatory obligations when it had blocked and reviewed G's accounts. And said it hadn't caused any delays.

Mr S also disagreed. He provided evidence that as a result of G's accounts being frozen, he suffered large financial losses. These included missing out on a low interest rate when applying for a mortgage to acquire further properties, which he says means he will now have to make additional payments on a higher interest rate over five years of around £190,000. Mr S has also said that he had building work rescheduled which had to be stopped, the costs of these soared and is now around £90,000 higher than originally estimated. Mr S also said that Mrs S's health condition worsened due to the stress of the situation. Overall, he said the whole experience took a serious mental and physical toll on them both, So, he wants substantial compensation.

As no agreement could be reached the complaint has come to me to decide. After reviewing all the evidence and circumstances of this complaint I reached a different conclusion to the investigator. I issued a provisional decision in which I said the following;

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Here, the information is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material to the issue of whether Santander has treated I fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

It's clear from what Mr S has told us and the bank that he feels very strongly about his complaint. But having reviewed all the available evidence I've reached a different conclusion to the investigator.

As the investigator has already explained, Santander has important legal and regulatory responsibilities to meet when providing accounts to customers. Those obligations are ongoing and don't only apply when an account is opened. They can broadly be summarised as a responsibility to know its customer, monitor accounts, verify the source and purpose of funds, as well as detect and prevent other financial harm.

Santander will review accounts to comply with these responsibilities. It's common practice for banks and other financial service providers to restrict access to accounts to conduct a review - doing so helps prevent potential financial loss or other harm that could otherwise result. And that is what happened here.

I've considered the basis for Santander's review, which I find was legitimate and in line with its legal and regulatory obligations. So, I'm satisfied Santander acted fairly by blocking G's accounts and had no obligation to tell Mr S the basis of its concern or forewarn him of its intention. So, whilst I accept, the bank's actions caused G a good deal of inconvenience I can't say Santander have done anything wrong when it decided to review and block its accounts.

I understand that Mr S wants Santander to explain the reason it applied the block to G's accounts in the first place. And I can see that Mr S asked Santander to explain itself on several occasions. But Santander doesn't disclose to its customers what triggers a review of their accounts. And it's under no obligation to tell Mr S the reasons behind the account review and block, as much as he'd like to know. So, I can't say it's done anything wrong by not giving Mr S this information. And it wouldn't be appropriate for me to require it to do so.

While Santander are entitled to carry out a review, we'd expect them to do so in a timely manner and without undue delay. I recognise the overall time Santander took to complete its review and release G's funds was just under two months. But I do not consider that it would be right for me to conclude it should not have taken in excess of any particular or specific timeframe. Because the bank was entitled – as a matter of principle – to do what it did. I'm also satisfied from looking at the available information that Santander were proactive in completing its review from the time it blocked G's accounts. I can see that Santander explained this to Mr S at the time and apologised to him for any inconvenience this may have caused. So, overall, I can't say Santander has treated I unfairly in taking the time it did to complete its review.

I can see that when Santander closed G's accounts it sent Mr S cheques for the closing balances. However, Mr S asked for these to be cancelled and the balances transferred to another account he held. This was completed on 28 July 2022. Mr S has argued that this was far too long and had a severe impact on G financially. So, I've looked at what was happening that might explain why it took as long as it did for Santander to return G's funds to Mr S.

Having done so, I can see that Santander were completing administrative processes in order to comply with its legal and regulatory obligations so that it could release G's balances. And Santander has rightly pointed out that this was a process that had to be completed – if it didn't do so the bank could face serious penalties.

I've also kept in mind that Santander, had sent Mr S cheques when it closed G's accounts, but Mr S didn't want these. So, Santander had to go through its processes again in order to transfer G's funds to him. I don't think it would be fair to hold Santander responsible for Mr S's decision, which contributed to the delay in Mr S receiving his funds. I can see that Mr S asked for the balances to be transferred on 21 July 2023, and this was completed on 28 July 2023. I don't find that to be an unreasonable amount of time. Having looked at all the circumstances, I'm not satisfied that Santander have done anything wrong in taking the time

it did to release G's money, so I won't asking them to do anything to resolve this aspect of Mr G's complaint.

I'll next deal with Santander's decision to close G's accounts. Sometimes following a review, a bank will decide to close an account. Santander is entitled to close an account with G just as G is entitled to close its account with Santander. It's generally for banks and financial businesses to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Unless there's a very good reason to do so, this service won't usually say that a bank must keep a customer or require it to compensate a customer who has had their account closed.

As long as they reach their decisions fairly, it doesn't breach law or regulations and is in keeping with the terms and conditions of the account, then this service won't usually intervene. But before Santander closes an account, they must do so in way which is fair and complies with the terms and conditions of the account. I've looked at the terms and conditions and they state that Santander could close G's accounts by giving at least two months' notice. And in certain circumstances it could close the accounts immediately.

In this case G wasn't able to use its accounts after Santander blocked them. So, I consider Santander closed G's accounts immediately. Since Mr and Mrs S were not able to use the accounts following the block. For Santander to act fairly here they needed to meet the criteria to apply their terms for immediate closure – and having looked at these terms and all the evidence that the bank has provided, I'm satisfied that Santander did. So, it was entitled to close the accounts as it's already done.

I've then gone on to consider whether the bank's reasons for closing the accounts was fair. This can be due to a number of reasons and a bank isn't obliged to give a reason to the customer. Santander has provided some further details of its decision making process, I'm sorry but I can't share this information with Mr S due to its commercial sensitivity. But I've seen nothing to suggest Santander's decision around closing G's accounts was unfair.

In summary, it's clearly caused G inconvenience when Santander blocked and closed its accounts. And I appreciate it must have been a worrying and frustrating time for Mr and Mrs S. So, I realise they will be disappointed by my provisional decision. But having looked at all the evidence and circumstances of this complaint, I don't intend to uphold G's complaint.

Mr G didn't respond to my provisional decision. Santander said it didn't have anything further to add.

Now both sides have had an opportunity to comment I can go ahead and issue my 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.

As neither party has provided anything new for me to consider, I see no reason to depart from my provisional findings. I remain of the view that this complaint should not be upheld for the reasons set out in my provisional decision, which are repeated above and form part of this decision.

My final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask G to accept or reject my decision before 19 April 2024.

Sharon Kerrison
Ombudsman