

The complaint

Mr T complains about being unable to access his Santander UK Plc account.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

Mr T has an account with Santander that was opened when he lived in the UK. Mr T subsequently moved abroad and has explained that he's been unable to access his bank account via Santander's online banking system or telephone banking.

In October 2022 Mr T updated his phone number with Santander. Mr T was advised he needed to complete a change of address form for customers living abroad in order to obtain access to his online banking facility. In November 2022 a transfer of £304,000 was paid into Mr T's account, taking to total balance to around £326,000.

In January 2023 Mr T obtained notarised copies of his passport, driver's licence and utility bills and sent them via recorded delivery to Santander. The letter was recorded as being received by Santander, but the documents and updated details provided were lost and no action was taken.

A short time later, when he was unable to update his address, Mr T referred his complaint to this service and it was passed to an investigator. They accepted Mr T's documents had been lost by Santander in January 2023 and upheld his complaint, recommending compensation of £500 for the distress and inconvenience caused.

Santander agreed, but Mr T didn't. Mr T explained that he'd intended to transfer the funds in his account to the country he now resides and place it in an interest-bearing savings account. Mr T said Santander should compensate him for lost interest and pay a higher settlement to resolve his complaint. As Mr T didn't accept the investigator's view, his complaint has been passed to me to make a decision.

Following Mr T's request to appeal, I contacted Santander which was ultimately able to update Mr T's address and details. Santander also provided details of what Mr T needs to do to arrange an international transfer.

What I've provisionally 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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've

focused on what I think are the key issues. My approach is in line with the rules we operate under.

Mr T's explained that he's had great difficulty operating his account since moving abroad and lost access to his online banking facility and telephone banking. Because Mr T's phone number and address changed over time and weren't up to date with Santander, One Time Passcodes (OTPs) required to regain access to his online banking facility couldn't be sent. And when Santander updated Mr T's phone number, the OTPs it sent weren't received. I recently looked at the available information from Santander and found that Mr T's phone number wasn't correctly recorded as a digit was missing. So I think that's most likely why the OTP text messages Santander sent weren't received by Mr T. Santander's confirmed Mr T's number is now recorded correctly.

Mr T spoke with Santander at the end of 2022 and was advised he needed to update his address and details to regain access to online banking and arrange for his funds to be transferred. But when Mr T arranged to get notarised copies of his documents and sent them to Santander in January 2023 they were lost. I've recently liaised between Mr T and Santander to obtain up to date address and identification documents that have now been used to update his details. But I think it's more likely than not that if Santander hadn't lost Mr T's documents in January 2023 it would've been able to use them to update his details. And if Mr T's details had been updated, he would've been able to arrange a transfer of his funds.

Santander has confirmed that Mr T's details are updated and in line with the documents he recently provided. Santander's explained that to arrange an international transfer Mr T will need to call a number in the UK for Santander and arrange a call back. During the returned call, Mr T will be able to arrange the international transfer over the phone. Santander's explained Mr T will need to provide the following:

- Account number to be debited*
- Amount of transfer and currency required*
- Beneficiary bank details, including full name and address for receiving bank*
- Full beneficiary name and address*
- Swift code*
- Beneficiary IBAN or Bank Account Number*
- Purpose of payment*
- Contact telephone number for the customer*

In addition, Mr T will be asked to supply some identification and address documents. Santander's also advised Mr T can fax his request to a specified number. The phone and fax number Mr T will need to call are included in the cover email for this decision. Santander says Mr T's account is now at a position where it can be used to complete the transfer.

I've considered how to fairly resolve Mr T's complaint. Santander's agreed to pay Mr T £500 for the distress and inconvenience caused by losing his documents. I think that's a fair settlement in terms of the overall trouble and upset caused to Mr T over a reasonably long period.

In response to the investigator, Mr T said he thinks Santander should pay interest to reflect the delay in arranging accessing his funds. Whilst I accept Santander's view that Mr T's location makes it harder to operate his account, on balance, I haven't been persuaded he was responsible for the delays experienced in arranging a transfer. During the process of this investigation, we've liaised between Mr T and Santander so his address and details could be updated, outside of its normal process. But I think it's fair to say that Mr T was unable to make the necessary account amendments directly due to the status of his account

and location. It was only due to the case handler at Santander and our intervention that meant the details could be updated.

Whilst I understand why there have been account issues, I'm satisfied that there have been delays that were outside of Mr T's control. And I'm satisfied Mr T made a concerted effort to try and resolve the account issues, like sending notarised documents in January 2023 and attempting to register for telephone or online banking. Again, I'm satisfied errors with the way Santander recorded Mr T's phone number have also impacted the overall situation.

Based on the information I've seen, I think that if Santander hadn't lost the documents it would've been able to update Mr T's details in 2023. And Mr T, from that point, could've either attempted to regain access to his online banking facility or arranged an international transfer over the phone, as we've now been advised he can request. Mr T's documents were recorded as being received on 23 January 2023 so I see no obvious barrier to Santander being in a position to help Mr T make a transfer from the beginning of February 2023.

In my view, the fairest way to resolve Mr T's complaint is for Santander to also pay interest against the funds held in his account from 1 February 2023 to the date the transfer is made. During the investigation, Mr T advised he intended to pay the funds into an interest-bearing account in the country he now resides in. So, in response to this provisional decision, Mr T should provide evidence of the account he intended to deposit the funds into and the applicable interest rate.

Within seven days of receipt of this provisional decision (unless there's a compelling reason not to) Mr T should call Santander using the number quoted in the covering email and make the relevant arrangements for the funds remaining in his account to be transferred – in line with the instructions provided above. If, for whatever reason, it isn't possible to complete the transfer, both parties should come back to me. Santander should ensure it explains why the transfer wasn't completed and what else is required to proceed.

The additional interest required to resolve the complaint can then be calculated and paid to Mr T along with the £500 compensation for the distress and inconvenience caused on settlement of the complaint.

On a number of occasions, Santander has made the point that the account Mr T holds is designed to be used by customers who reside in the UK. As a result, while there's nothing in the account terms and conditions that specifically prohibits customers who have moved abroad retaining the account, it's not straight forward to operate. I think that's a reasonable point as what are generally considered to be routine tasks, like updating an address, are made significantly harder when a customer's unable to access branches. Which is what we've found in Mr T's case.

Santander's highlighted other accounts it offers international customers. And whilst Santander has been able to amend Mr T's address as an exception, I think it's fair to say he's likely to experience further administrative difficulties if he intends to continue using the account in the future. I leave it to Mr T to decide how he wishes to proceed. But I think Santander makes a fair point when it says Mr T is likely to experience additional inconvenience when trying to operate his account from outside the UK.

I invited both parties to respond with any additional information or comments they wanted me to consider before I made my final decision.

Mr T has explained that he arranged to have up to date identification documents available in advance of his call. But when he phoned Santander and spoke with agents using the

number provided, Mr T was told the transfer couldn't be arranged until he set up a voice verification service and was asked to call back to do that.

When Mr T called back, he's told us he was placed on hold by another agent and ultimately ended the call after not hearing back for over 20 minutes.

Following Mr T's attempt to comply with the provisional decision, I contacted Santander and provided his feedback. I offered to liaise with Santander to arrange a convenient time to call him to complete the transfer.

I also made the point that Mr T had been unable to provide direct evidence of the interest rate he would've obtained in around February 2023 so I intended to award 8% to reflect the loss of use of his funds and is broadly in line with the interest rate he's told us was available at the time.

After Mr T's attempts to complete the transfer failed and no call was arranged with Mr T, I contacted both parties and said that in my final decision I was likely to direct Santander to complete the transfer within four weeks of acceptance of a final decision. It would then be up to Santander to work out the mechanics of how to complete the transfer within that timescale, even if it had to make an exception to its normal approach.

Santander responded to my provisional decision and reiterated its point that Mr T's account is designed to be operated by customers located within the UK. Santander explained that if Mr T closed his account it could arrange the transfer to send him his funds. But Santander explained that its processes don't allow it to call account holders, as I requested, to complete the transfer. An offer to make a note on Mr T's profile to indicate he may need assistance to complete the transfer was made.

Santander also confirmed that it was willing to settle by paying interest from 1 February 2023 to 2 August 2023, when Mr T's details were updated. Santander said it should've been possible for Mr T to complete the transfer at that time. Santander also agreed to pay Mr T £500 for the distress and inconvenience caused.

Santander's response didn't provide any new options for Mr T to use to complete the transfer.

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'd like to thank both parties for their responses. I can see that Mr T followed the settlement requirements I set out in the provisional decision and called Santander as requested. But Mr T's explained that he quickly met with difficulties when the agents he spoke with asked him to register for Santander's voice recognition service. Mr T says he called back to do that, as requested, but was then placed on hold and left. Mr T makes the point he's calling from abroad which is expensive and that there was no requirement to register for voice recognition within the guidance provided by Santander on how to complete the transfer.

Following Mr T's comments, I asked Santander to arrange to call Mr T at a specific time. I offered to liaise between the parties to ensure everyone was available. But Santander's response to my provisional decision explains it doesn't make calls of that nature as they're outside of normal process. I appreciate Santander has a standard process to follow. But I think it's now well established that Mr T's circumstances do not align with Santander's normal approach to arranging transfers. So whilst I understand it's not something Santander

would normally do, I'm satisfied it needs to consider taking steps that fall outside of its normal process in Mr T's case to ensure he is able to access his funds. I'm not persuaded it was unreasonable for Mr T to request a call from Santander after his attempts to arrange the transfer (in line with the instructions he was given) failed.

In response to the provisional decision, Santander reiterated that the account appears unsuitable for Mr T given his location. Santander also advised that once Mr T's funds have been withdrawn, his account will likely become dormant. As I noted in my provisional decision, I accept that the service and support available to Mr T has been impacted by his location. But I think it's fair to say Mr T hasn't used his account with Santander outside of the terms and conditions. Ultimately, it's for Mr T and Santander to decide whether the account remains open. It's not something I'm able to comment on in this decision.

I've considered everything Santander said in response to my provisional decision, even if I haven't specifically referenced it here. I remain of the view that Mr T has made reasonable attempts to arrange the transfer and that there have been delays by Santander that have impacted that. As I've already noted, even after following Santander's instructions which were set out in the provisional decision, Mr T's been unable to arrange the transfer. So I don't see how adding a note to Mr T's profile is likely to move the situation on for either party.

I'm satisfied that Santander now needs to take action to resolve Mr T's complaint. As I've said above, I acknowledge this decision is likely to mean Santander will need to operate outside of its normal process. But I'm satisfied that continuing to apply the normal approach is unfairly impacting Mr T based on his specific circumstances. Mr T's location and account history mean that continuing to treat him in line with Santander's standard approach simply doesn't work. So Santander will need to consider how to arrange settlement by transferring Mr T's funds to him without further delay and within four weeks of his acceptance.

I'm not persuaded Mr T was realistically able to complete the transfer from 2 August 2023 as Santander has said. Issues remained with Mr T's phone number which was provided on identification documents sent to Santander prior to that date. And Mr T has made failed attempts to complete the transfer since that time. I remain of the view that the fairest way to resolve Mr T's complaint is for Santander to pay interest from 1 February 2023 to the date of settlement.

In my provisional decision I asked Mr T to provide evidence of the account and associated interest rate he would've used to deposit his funds. Mr T's responded with details of rates but hasn't been able to provide direct evidence from February 2023 due to the passage of time. I recently advised that I intended to award 8% interest to reflect the loss of use of Mr T's funds. Santander didn't provide any comment on this approach. I remain of the view that's a fair way to resolve Mr T's complaint.

My focus concerning how to resolve Mr T's complaint is that he should reasonably be able to make arrangements to receive a transfer of his funds from Santander. So to resolve Mr T's complaint I'm going to direct Santander to ensure it takes the necessary steps so the transfer can be completed within four weeks of acceptance of this final decision.

I've read and considered everything that Mr T and Santander have sent and said in response to my provisional decision. Having done so, I remain of the view that Mr T's complaint should be upheld for broadly the same reasons.

My final decision

My decision is that I uphold Mr T's complaint and direct Santander UK Plc to settle as

follows:

- Within one month of acceptance, Santander will arrange to complete Mr T's transfer (plus interest awarded in this decision)
- Santander to pay interest on the funds at 8% interest from 1 February 2023 to the date of settlement
- Pay Mr T £500 for the distress and inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 25 April 2024.

Marco Manente
Ombudsman