

The complaint

Mrs W is unhappy with how Santander UK Plc have administered her account.

Mrs W is represented in this complaint by her authorised representative, her husband, whom I'll refer to as Mr X.

What happened

In 2021, Mrs W informed Santander of a serious brain injury she'd had in the past which had an ongoing impact on her health and wellbeing. And unfortunately, the following year, Mrs W was the victim of a scam.

Following Mrs W being scammed, Santander reduced Mrs W's access to her own accounts because they were concerned that she might be susceptible to further scams because of the continuing effects of the brain injury she'd previously sustained. Santander didn't fully block Mrs W's access to her accounts, but she was required to go through an extra questioning process for each transaction she wanted to instruct.

Mr X wanted to support Mrs W, but Santander required him to obtain a Power of Attorney ("POA") for Mrs W before they would authorise him to have access to Mrs W's account. Mr X wasn't happy about this, so he raised a complaint on Mrs W's behalf.

Santander responded to Mrs W, but their letter incorrectly referenced Mrs W wanting to access Mr X's accounts, rather than the other way round. However, Santander's complaint response letter did say that Santander didn't feel that they'd done anything wrong. Mr X wasn't satisfied with Santander's response, so he referred Mrs W's complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Santander had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr X 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 also note that Mrs W and Mr X have provided several detailed submissions to this service regarding this complaint. I'd like to thank Mrs W and Mr X for these submissions, and I hope they don't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

As such, if Mrs W and Mr X note that I haven't addressed a specific point they've raised, it shouldn't be taken from this that I haven't considered that point – I can confirm that I've read and considered all the submissions provided by Mrs W, Mr X, and Santander. Rather, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr X has said that he feels that Santander acted illegally by restricting Mrs W's access to her accounts as they did. However, this service isn't a Court of Law, and so it isn't for me to decide whether Santander have acted illegally or not. If Mrs W and Mr X want a decision of this type, they must obtain one through a Court of Law.

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 circumstances and factors of a complaint into consideration.

Santander, like all financial institutions, have a moral and regulatory obligation to protect their customers' money. And Santander have explained that they placed the restrictions on Mrs W accessing her account after she was scammed because they were concerned that her condition, resultant from her earlier brain injury, meant she might be more susceptible to being scammed again.

Santander's concerns here seem reasonable to me. And it must be remembered that Santander weren't preventing Mrs W from accessing her account but were adding an extra layer of security to mitigate against the possibility that she might be scammed again. And while I appreciate that this would have been inconvenient for Mrs W, I feel that Santander were acting with her best interests in mind.

Mr X is unhappy that Santander wouldn't register him as an authorised party on Mrs W's account without his first obtaining a POA for Mrs W. But the account in question is solely in Mrs W's name. And given the circumstances surrounding this complaint, including conversations that Santander had with Mrs W directly about her health and other matters, I don't feel that it was unreasonable for Santander to have required Mr X to obtain a POA for Mrs W before registering his authority to act on Mrs W's account.

Mr X has said that Mrs W had capacity to authorise him to act on her behalf on the account without the need for a POA. But, as explained, given the information Santander were aware of, I don't feel it was unreasonable for them to have required a POA.

Mr X has also explained that Mrs W sent Santander a letter in May 2023 in which she requested that her Santander account be closed, and that the money therein be transferred to an account in Mr X's sole name which he held with another bank. And Mr X is unhappy that Santander didn't comply with that instruction.

However, given that Mr X hadn't obtained POA for Mrs W in May 2023, I wouldn't have reasonably expected Santander to have transferred the monies from Mrs W's account into any other account with any other bank that wasn't in Mrs W's sole name – unless Mrs W spoke with Santander directly and satisfied them, in line with their additional requirements on Mrs W's account, that she was making an instruction she wanted and clearly understood.

Mr X did obtain a POA for Mrs W in July 2023. And since that time Mr X has had the authority to issue instructions on this account, with Mrs W retaining the authority she previously had to issue instructions – being dependent upon her passing Santander's enhanced account security requirements. Again, this doesn't seem unfair to me.

Accordingly, while I appreciate that Mrs W may have experienced some upset and inconvenience because of the extra security requirements that Santander have insisted upon here, I don't feel that it was unfair or unreasonable for Santander to have added the extra layer of security to her account that they did. And because of this, I feel that any trouble or worry Mrs W may have experienced as a result of this reasonable extra layer of security was

unfortunately necessary and was justified by her circumstances, and so wasn't unfair.

Finally, I'm unable to consider any upset or frustration that Mr X may have himself experienced here. This is because this service can only consider the impact of events on the eligible complainant, which in this instance is Mrs W. And this service can't consider the impact of events on any representative of an eligible complainant, as Mr X is here.

All of which means that I don't feel Santander have acted unfairly as Mrs W and Mr X contend. 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 might not be the outcome Mrs W and Mr X may have wanted. But I hope that they'll understand, given all that I've explained, why I've made the final decision that I have.

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 Mrs W to accept or reject my decision before 25 June 2024.

Paul Cooper
Ombudsman