

The complaint

Mr Y is unhappy that Santander UK Plc placed restrictions on his accounts and didn't give him clear information about what he needed to provide in order to have them removed.

What happened

Mr Y has told us:

- Santander placed restrictions on his current and savings accounts in November 2021 in response to a court order relating to his divorce. The restrictions on the current account were removed shortly after but remained in place on the savings account. Despite his numerous attempts to provide evidence that he believed allowed these restrictions to be removed, Santander hadn't done so.
- He believed he'd not been given clear information about what he needed to provide to Santander in order to have the restrictions fully removed. As a result, he has suffered inconvenience and financial loss in trying to obtain information from his solicitor and not having access to his savings account.
- Mr Y was also unhappy that in January 2024 Santander restricted his current account in error for 10 days, leaving him without access to his money unexpectedly. He didn't feel the £200 it offered for this error was enough in light of the ongoing restrictions and issues he'd experienced.

Santander has told us:

- On 13 November 2021 Santander received an order from the court outlining that Mr Y should not be allowed to access funds in his Santander accounts. Initially Santander restricted his savings account and current account, but removed the restriction from his current account two days later on 15 November 2021 upon receiving a partial discharge order from the court which it felt allowed it to do so.
- Overall it believed it had always given Mr Y clear information about what he needed to provide in order to remove the restrictions but this has never been received.
- It acknowledged Mr Y has made attempts to provide information – in December 2023 his solicitor contacted it along with an order related to the financial settlement following Mr Y's divorce. But its legal team reviewed this information and didn't feel it allowed it to remove the restrictions. It told Mr Y and his solicitor what the problems were and what it needed to take things forward.
- It acknowledged it restricted Mr Y's current account in error in January 2024

and feels £200 is sufficient compensation for this.

Mr Y brought the complaint to our service to consider. Following our involvement, he was able to provide a letter from his solicitor confirming that the financial settlement had concluded and so the freezing orders were no longer valid. This information was provided to Santander which contacted the court for confirmation and upon receiving this removed the restrictions from his savings account shortly afterwards.

Mr Y maintained that Santander had not been clear about what information he'd needed to provide and continued the complaint.

Our investigator felt the £200 Santander offered in relation to the 10 day restrictions added in error was sufficient compensation. With regards to the restrictions on Mr Y's savings account, they felt the evidence supported that Santander had been clear that it needed a discharge order throughout and this had never been provided by Mr Y.

Mr Y accepted their findings in relation to the current account but didn't accept their findings in relation to the savings account. He remained unhappy he'd had no access to his savings since November 2021. So the complaint has been passed to me to make a 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.

Restrictions on the current account

It isn't in dispute that Santander restricted Mr Y's current account in error for 10 days from 2 January 2024. Santander has offered £200 in acknowledgement of the distress and inconvenience this would've caused and following our view Mr Y accepted the investigator's findings on this point.

As Mr Y accepted our findings I have no further comment. If it hasn't already Santander should pay Mr Y £200.

Restrictions on the savings account

Banks and financial businesses have important legal and regulatory obligations they must meet when providing accounts to customers. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime. And the terms of the account also permit Santander to block an account in certain circumstances.

I'd also like to begin by explaining we're an informal service. It's not my role to comment on any of the court orders involved in this case or reach my own interpretations of them. What I'm looking at is whether I think Santander acted fairly and reasonably in light of the information available to it.

Santander received a court order which set out that Mr Y shouldn't be allowed to access the money in his Santander account. It also set out that anyone notified of the order mustn't knowingly assist any breach of it. So, as a starting point when Santander was informed of the order on 13 November 2021 I think it was acting reasonably in blocking Mr Y's access to his Santander savings account.

As a commercial business, Santander is entitled to put in place its own policies and procedures around risk and security. It isn't for our service to interfere with these policies. But I can look at whether or not Mr Y has been treated fairly and reasonably taking them into account.

On 15 November 2021 Santander received a partial discharge order which it felt allowed it to remove the restrictions from Mr Y's current account. But Mr Y remained in contact with Santander as it's clear he was eager to resolve the situation and regain access to his savings account.

Mr Y was in touch with Santander throughout November 2021 after the partial discharge was issued. According to its records it informed Mr Y of what it needed in order to remove the restrictions from the savings account. I've listened to the available call recordings from this period which support Mr Y was given consistent information about what it needed. So at this point I think Santander had given Mr Y clear information about he needed to provide.

Mr Y contacted Santander again in October 2023 to confirm a financial settlement had been reached as he understood this would discharge the previous order. He was again told he would need to provide evidence the previous order had been discharged and was advised to contact his solicitor about this. Mr Y did this and his solicitor sent the final settlement along with a letter to Santander.

Santander's legal team reviewed this, as I would've expected, but it was unable to accept it. It responded directly to Mr Y's solicitors to explain in detail why it was unable to accept the information provided and what the next steps would be in order to obtain the information it needed.

Based on what I've seen, when Mr Y had provided information to Santander it's done what I would've expected in considering whether it allowed the removal of the restrictions in line with its policies. Where this hasn't been possible, it's provided clear information to Mr Y, and his solicitor, about why.

I can see this situation has been frustrating for Mr Y. It's clear he was making genuine attempts to provide what he understood he needed to in this case. And I'm conscious that understanding how each court order might impact the last can be a complicated issue and one that required expert knowledge.

But, on balance, based on the evidence available, it appears Santander has consistently and clearly communicated what information it needed to both Mr Y directly and his solicitor. So whilst I can see Mr Y was uncertain about what information he needed to provide, I don't think this confusion was caused by Santander. I also don't think it was Santander's responsibility to do more than it did in explaining what it needed.

During our investigation, Mr Y provided a letter from a new solicitor explaining the final settlement's impact on the previous orders. This information is what ultimately allowed Santander to remove the restrictions from the account. The difference on this occasion was the information provided by the second solicitor which allowed Santander to contact the court directly for confirmation the restrictions could be removed. I haven't seen an opportunity where Santander could've taken this action sooner than it did.

My final decision

If it hasn't already, Santander should pay Mr Y £200. I make no further recommendation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 6 March 2025.

Faye Brownhill
Ombudsman