

## The complaint

Mr L, on behalf of Mr W, complains that Santander restricted access to Mr W's account following the registration of a Court of Protection Order.

## What happened

Mr L complains on behalf of Mr W in his capacity as Mr W's deputy, as appointed by the Court of Protection.

On 11 April 2024, Mr L replaced Mr W's son as deputy following the registration of a Court of Protection Order. Upon registration of the Order, Santander restricted Mr W's access to the account.

Mr L complained to Santander about the distress and inconvenience this had caused to Mr W. He also complained that Santander had sent Mr W a chequebook after the account was restricted, and about a card payment made by the joint account holder, which he said had debited the account fraudulently.

Santander said there was no error and explained that upon registration of a Court of Protection Order, a donor's access to the account will be removed to protect the account holder by making sure they can't access the money without the deputies' permission. It accepted the chequebook had been sent in error and offered to pay Mr W £100 compensation for this.

Mr L brought the complaint to this service explaining that Mr W resides at this home address and accesses the community to complete daily tasks such as food shopping and eating out. He explained that he explicitly asked Santander not to restrict the account, but it restricted access to the account, which was unfair and inappropriate and placed Mr W at significant risk of financial harm.

He further explained that Santander had acknowledged that it had incorrectly sent a chequebook to Mr W's residential address, despite instructions that all correspondence should be sent to Mr L'. This resulted in Mr W issuing three cheques for £3,000, £3,000, and £264, which left the account overdrawn and resulted in charges totalling £20.92. He also complained that a debit card payment for £99.34 was processed fraudulently by the joint account holder.

Santander produced the completed registration form (and website link), which stated "*the account holder will lose access to their own account if a Court of Protection is registered, or we are made aware that the account holder has lost capacity and is unable to manage their own accounts*". It also said there was no negative information reported to the credit reference agencies as a result of the cheque payments.

Our investigator didn't think the complaint should be upheld. She explained that after receiving the Court of Protection Order, Santander sent Mr L a form to complete his registration which stated "the account holder will lose access to their own account(s) if a Court of Protection order is registered or we are made aware that the account holder has

lost capacity and is unable to manage their financial affairs and operate their account(s)". She noted Mr L had asked Santander not to restrict the account, but she was satisfied it acted in line with its policies by removing Mr W's facilities, so she didn't think it had acted unfairly.

She explained Santander had said its records showed the payment was authorised by the joint account holder, who wasn't joined to the complaint, so she couldn't consider whether the payment had been authorised or ask Santander to refund the payment.

Regarding the cheque payments, our investigator noted they debited the account between 24 May 2024 and 20 June 2024, which was after the account was restricted. She accepted Santander had made an error by issuing the chequebook to Mr W, but she didn't think it needed to refund the money because the payments were authorised as per the PSRs, so Santander wasn't liable for them.

She considered whether Santander should pay Mr W any compensation for having sent the chequebook in error, and as £20.92 debited the account because it entered the overdraft when the cheques debited, she was satisfied that £100 compensation was fair and reasonable because it covered this cost. But she didn't think he'd suffered any distress and inconvenience due to his lack of mental capacity.

Mr L has asked for the complaint to be reviewed by an Ombudsman. He's said he understands the position regarding the disputed card payment, but he maintains Santander's procedure was inherently unfair with regards to the Court of Protection Order, and he wants further consideration to be given to the impact of the cheque payments on Mr W.

### **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've reached the same conclusion as our investigator. And for largely the same reasons.

I accept Mr L asked Santander not to place restrictions on Mr W's account, but I'm satisfied it acted in line with its policies and it's not for me to comment on those policies or instruct it to change its processes. I understand the impact on Mr W of the restrictions on his account, but I don't consider this is a result of any failings on Santander's part, so he's not entitled to any compensation for this.

As far as the cheque payments are concerned, I agree Santander shouldn't have sent the chequebook to MR W, but as our investigator has explained, it isn't liable for the payments because they were authorised by Mr W.

I've considered the impact on Mr W of the chequebook having been sent in error and I agree Santander should pay for the charge incurred as a result of the account going overdrawn. Our investigator felt that Mr W's lack of mental capacity meant he didn't suffer any distress or inconvenience and, having thought again about the impact on him of Santander's failings, I'm satisfied that there is no evidence that he experienced any distress or inconvenience as a result of having written these cheques, which I understand were for gifts. So, I can't direct Santander to compensate him for this.

Consequently, I'm satisfied that Santander's offer of £100 compensation was fair.

**My final decision**

For the reasons I've outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 July 2025.

Carolyn Bonnell  
**Ombudsman**