

## **The complaint**

Mr H complains that Santander UK Plc blocked his account and held onto his funds.

## **What happened**

Mr H had a current account with Santander.

In April 2024, Mr H deposited two cheques for £700 and £1,050 into his account. Mr H then attempted to make multiple ATM withdrawals to take out the funds. But these were declined.

Following this Santander decided to review Mr H's account and asked him to provide information about his entitlement to the funds.

Mr H visited a branch, to discuss the block on his account and access the funds. Mr H told Santander that the cheque for £1,050 was payment for work he'd done. And the £700 cheque was a cost-of-living payment he'd received from a charity. Santander asked Mr H to provide an invoice for the work he'd done, but Mr H explained that due to it being a one-off job he couldn't provide anything. So, Santander didn't release the funds. And asked him for more evidence that the funds were meant for him.

Mr H went back to branch with more paperwork. He showed Santander a letter he said he had from the charity and employer to show that he was entitled to the funds. Santander reviewed everything and said it wasn't enough to release the funds. Mr H then returned with an invoice for the work he said he'd done dated September 2024. Santander reviewed everything including the cheques that Mr H had paid in. But still weren't satisfied that Mr H was entitled to the funds. So, they didn't release the funds.

Mr H complained to Santander about the block to his account and not being able to use the money in his account. In response, Santander said it hadn't done anything wrong when it had blocked Mr H's account and had done so to comply with its legal and regulatory obligations.

Unhappy with this response, Mr H brought his complaint to our service. He said Santander had caused him a lot of trouble and upset. He said he'd had to visit a branch on more than one occasion and had to spend time making phone calls. To put things right Mr H wants Santander to release the funds and pay him £1,000 compensation.

One of our investigator's reviewed Mr H's complaint but didn't uphold it. They said that Santander hadn't done anything wrong when it blocked Mr H's account and asked him about the cheques.

Mr H disagreed. He said not being able to access his money had made things very difficult for him financially and he needs the money.

As no agreement could be reached the matter has come to me to decide.

## **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 understand why what happened concerned Mr H. I've no doubt it would've come as quite a shock to him, and he would've been very worried to find out that his account had been blocked. But as the investigator has already explained, Santander has extensive legal and regulatory responsibilities they must meet when providing account services to customers. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime.

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. This can happen regardless of how long a customer has been with a bank.

I've considered the basis for Santander's review and decision to block Mr H's account. Mr H had deposited two cheques into his account for just under £2,000 in total. From looking at Mr H's usual account this was out of character. Based on this I'm satisfied that Santander's decision to block Mr H's account and ask him about the cheques was therefore legitimate and in line with its legal and regulatory obligations. So, I'm satisfied Santander acted fairly by blocking Mr H's account.

The terms and conditions of Mr H's account also make provision for Santander to review and suspend an account. And having looked at all the evidence, I'm satisfied that Santander have acted in line with these. So, although I understand not having access to his account caused Mr H trouble and upset it wouldn't be appropriate for me to award Mr H compensation since I don't believe Santander acted inappropriately in taking the actions that it did when it blocked Mr H's account.

As part of their review, Santander asked Mr H for detailed information about the two cheques - where they came from and why Mr H had received them – which they're entitled to do under their regulatory obligations. Having reviewed everything, I think Santander's requests for information and decision not to release the funds were reasonable in the circumstances. I say this because:

- Mr H told Santander he'd received the £1,050 cheque as payment for work he'd done. But he hasn't been able to provide a pay slip, employment contract, or any communications with the employer about what he did in return for the funds.
- The letter Mr H provided to support his entitlement to the cheque from the charity relates to a different trust and the signatory on the letter is not listed as a trustee for the trust which where the cheque is from.
- Mr H hasn't provided any communications/application that he had with the charity for financial support.
- Both cheques appeared to have different handwriting for the payee's name than the rest of the information on the cheques.

I know Mr H feels that he has provided more than enough to show he is entitled to the cheque funds and doesn't understand why Santander won't accept what he's provided so far. But for the reasons I've set out above I disagree. Ultimately it is Santander who decide what information they do or do not require as part of a due diligence review - they have a duty to protect their customer's money and understand where it came from. Because of that,

I can't fairly conclude Santander acted inappropriately when it asked Mr H to provide it with information about the source of the cheques and his entitlement to the cheque funds that Santander stopped.

In summary, having looked at all the evidence and circumstances, I'm not satisfied that Santander have treated Mr H unfairly by blocking his account and not releasing the cheque funds to him. So, I won't be asking Santander to do anything more to resolve Mr H's complaint.

### **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 Mr H to accept or reject my decision before 23 April 2025.

Sharon Kerrison  
**Ombudsman**