

The complaint

Mrs B complained that Santander UK Plc ('Santander') unjustifiably blocked her savings account and then failed to accommodate her disabilities when she attempted to go through security to have the block removed.

Mrs B brought her complaint via a representative.

What happened

Mrs B opened an Edge Saver account with Santander in September 2024. A few days later, she paid in a five-figure amount and the same day attempted two transfers out. The first transfer completed successfully. The second was blocked.

This prompted Mrs B's representative to get in touch with Santander, but Santander was unable to discuss the account as the representative wasn't the account holder or otherwise registered to deal with this account on Mrs B's behalf. Mrs B wasn't able to complete the security steps Santander required her to satisfy in order to be able to discuss the account with either of them.

One of our investigators assessed the complaint and they didn't think that Santander had acted unfairly or unreasonably, and so didn't uphold the complaint. Mrs B disagreed, so the matter was referred for an ombudsman's 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 reviewed everything that Mrs B and Santander have provided, I've independently reached the same conclusions as the investigator – and for broadly the same reasons. I'll explain why I say this.

Although Mrs B's representative has been frustrated and inconvenienced by what happened here, I should make clear that under the rules governing our service, we're not able to consider the impact on, or compensate, Mrs B's representative. That's because the representative isn't the account holder – despite both Mrs B and the representative saying that the account was in their joint names. Santander has confirmed with evidence that the account complained of is just in Mrs B's sole name which means Santander owed its duty of care to her. So I've concentrated on what happened and how this impacted on Mrs B and made this the focus of my decision.

Mrs B has mentioned a number of complaint points and I'll deal with these in turn, using the same headings as Mrs B, which I hope is helpful. I may not address everything that's been mentioned. But if I haven't done that, it doesn't mean I haven't considered the evidence and what's been said here – it just means I haven't needed to specifically refer to everything in order to reach a decision in this case.

Blocked Access

Mrs B felt that Santander 'unjustifiably' blocked her savings account when she attempted to transfer funds to another account in her name, giving her no prior notice or explanation.

Santander has legal and regulatory obligations that mean that it must have processes in place to help ensure it takes reasonable steps to keep customers' money safe. Sometimes this can mean the bank identifies and blocks legitimate payments that a customer wants to make. Understandably, this can cause distress and inconvenience to a customer – but it doesn't necessarily mean the bank has acted incorrectly or unfairly.

Checks undertaken as part of Santander's security process here were designed to help prevent fraudulent activity on Mrs B's account. Santander told us its automated fraud monitoring system flagged the second payment for further checking. How Santander chooses to operate and its internal processes are a matter for it to decide on and come under the oversight of the FCA in a wider sense. So it's not up to me to tell Santander how it should implement anti-fraud measures. And the account terms and conditions, which Mrs B would've signed up to in order to be able to use the account, allow Santander to block the account in these circumstances.

Nonetheless, Santander still needed to act in a fair and reasonable way towards Mrs B. I've thought carefully about this.

The account terms and conditions make clear that this account can only be managed using online or mobile banking. So if Mrs B needed assistance to use a computer or a phone, I think it would have been reasonably clear to her that she would need proper arrangements in place for her representative to be able to help her manage the account in line with how Santander explained it would be operated. As I understand the position, Mrs B relied informally on her representative to operate the account without having any third-party access arrangements set up. (I'll say more about this below). Providing her representative's phone number as the registered contact for the account wasn't sufficient for this purpose and it meant that Santander wasn't able to complete its verification process with Mrs B directly.

Santander didn't have any clear authority in its records that would have meant that it could or should have communicated with Mrs B's representative. This meant she wasn't able to arrange for the block to be removed – that was something Mrs B had to do by making contact herself with Santander and first completing its security process before handing over to her representative.

Although Mrs B had a call open to her representative, who was at a different location when speaking to Santander about getting the block lifted, this didn't allow Santander to satisfy its security requirements. Having listened to the call recordings provided, I am satisfied that Santander explained what Mrs B's options were in this situation.

To be clear, it wasn't an option for Mrs B's representative to simply provide a new contact phone number for Mrs B when she wasn't a person with authority to do that on this account. And Mrs B couldn't request this by calling Santander back on her own number when she wasn't ringing from the phone number registered for the account. Santander's process meant it could only use the registered details on the account (which should have been Mrs B's own details and not someone else's). Santander confirmed that another number could be added, but that for security purposes, it would only be able to use the number registered at the time. Santander suggested that Mrs B's representative could go to Mrs B's house so they could manage the call together or Mrs B could visit a branch (and that no appointment was required for this purpose). I think both those suggestions were reasonable in the circumstances.

I appreciate this was a difficult situation for Mrs B. But it came about because she hadn't set up the correct credentials for the account when she provided her representative's phone number instead of her own as her contact number – which meant Santander had no effective way to complete essential security with her in order to take her instructions over the phone.

I understand she was still able to access money held in her current account with Santander – this was not restricted in any way, only her access to her online banking and the savings account.

And I can see from the records provided to me that that the block on her savings account was removed just two days after it was applied. I don't think this was an unreasonable length of time for Mrs B's account to have been blocked in these circumstances or that Santander acted unfairly or unreasonably towards Mrs B in the way it applied and then removed the block on her account.

Failure to Accommodate Disabilities

Mrs B complained that Santander had failed to make reasonable adjustments to accommodate her disabilities, as required under the Equality Act 2010. The Financial Ombudsman Service is an alternative to the courts, and only a judge can decide whether or not Santander's actions amount to discrimination under the Equality Act 2010. It is outside the remit of this service and not something I can do within this decision. I can consider whether or not Santander has acted in a fair and reasonable manner in this matter. To do that, I've considered the information provided by both parties and taken into account the relevant law (including the Equality Act 2010), regulatory requirements and best industry practice when making my decision.

Although Santander is required to provide a reasonable adjustment to accommodate customers with disabilities, this isn't the same as providing each customer with their preferred option. Here, it doesn't mean that Santander should have dealt with removing the block on Mrs B's account in the way Mrs B and her representative wanted it to. And based on what I have seen in the specific circumstances of this complaint, taking what I've said above into account, I'm unable to say that Santander has treated Mrs B unfairly or unreasonably in this matter.

Voice Verification and Lack of Alternative Access

Mrs B complained that during her attempts to resolve the issue, she was repeatedly '*forced*' to use voice verification to confirm her identity, which she's said didn't work for her due to her disabilities. Santander is able to offer voice recognition as part of its security procedures so I don't think it was unreasonable for Santander to suggest this option. Especially as the call handler explained it would avoid the need for Mrs B to have to answer security questions each time she called (which Mrs B had found tricky) and it was being proposed as a way to help resolve the problem she was having being unable to complete verification (due to her registered phone number not being hers). Mrs B was already speaking to a call handler who suggested she try registering for voice recognition and I don't think they had any particular reason to think that voice recognition couldn't work for Mrs B. When setting up voice recognition was suggested to her and the call handler said they'd put Mrs B through to the automated system where she could set this up, Mrs B said 'OK'. So I don't feel I've seen enough to be able to uphold this part of Mrs B's complaint.

Customers not using voice recognition could still access their account online or by using mobile banking and going through Santander's security checks. The underlying issue here was that Mrs B hadn't registered the correct contact details so the alternative ways of accessing her account were limited.

Unprofessional and Contradictory Communication

Mrs B said the agent handling her case provided contradictory and obstructive responses. From what I've heard on the call recordings, I don't consider that any of the call handlers' were being obstructive – they dealt with Mrs B professionally and gave her clear, fair and not misleading information about Santander's requirements. So whilst I can understand that Mrs B found the situation frustrating, I don't find that Santander acted towards her in a way that wasn't fair and reasonable.

Delays

Santander said the complaint was recorded on 12 September 2024 and was resolved on 17 September 2024 – which is well within the 8-week period we expect financial businesses to respond to complaints. I note also that the complaint was raised by Mrs B's representative who, strictly speaking, wasn't authorised to raise a complaint concerning this account. However, I think it was helpful for Mrs B that Santander nevertheless addressed the issues raised. It seems like Santander's letter to Mrs B went astray in the post. That's not something I can fairly hold Santander responsible for. And I don't think it was unreasonable that Santander passworded the email it sent Mrs B with its final response – the correspondence included personal information concerning Mrs B that Santander must take steps to protect, and it said emails aren't a secure means of communication.

In order to uphold Mrs B's complaint I would have to find that Santander made an error or acted unfairly or unreasonably. After taking into account everything that Mrs B and Santander have told me, I haven't seen enough to show that Santander did anything wrong or that it treated Mrs B in a way that wasn't fair and reasonable. So I can't uphold this complaint. It follows that I can't award the redress Mrs B has requested. But I hope that setting things out as I've done helps explain how I've reached my conclusions.

I'd end with a reminder that Mrs B can set up formal arrangements to allow her representative, or another trusted party, to manage the account for her and this would be one way to help avoid some of the difficulties she experienced above. Santander offers the option of setting up Third Party Access on the account for this purpose. Or Mrs B could obtain and register with Santander (and any other financial business she has dealings with) a Power of Attorney naming other people who can help manage her finances.

My final decision

For the reasons given 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 Mrs B to accept or reject my decision before 26 May 2025.

Susan Webb
Ombudsman