

The complaint

Ms D complains about the actions taken by Santander UK Plc ('Santander') and the service it provided when she wanted to take a large cash sum out of her account.

What happened

On 8 October 2024, Ms D wanted to withdraw a five-figure amount from her Santander account, in specifically designated notes of a particular denomination. When Ms D declined to answer Santander's questions about what she intended to do with the money, it blocked her account. Santander's fraud and scam processes were activated and its security team began an investigation. Ultimately, the restrictions on Ms D's account were removed on 30 October.

Ms D complained that Santander had victimised her and that she'd been discriminated against. Santander said it regretted the distress caused but that its investigation had been delayed because Ms D had been reluctant to engage with its security team. Santander said it had a duty of care to protect customers and Ms D's account and that it had acted in what it considered was Ms D's best interests.

When Ms D brought her complaint to us, our investigator didn't think that Santander had done anything wrong. She thought that Santander had acted appropriately and in line with its responsibilities to prevent fraud and scams.

Ms D disagreed with the investigator's view. She mainly said that Santander has misrepresented what happened and that it acted unlawfully, especially given that much of the money in the account represented benefit payments which she shouldn't have been denied access to. She'd like us to identify the primary legislation and exact legal authorities that allow Santander to act as it did.

Ms D asked for an ombudsman to review her complaint, so it has been passed 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.

This includes listening to the call recordings provided.

Having done so, I've decided not to uphold Ms D's complaint. I'll explain why.

My role is to consider the evidence presented by both parties and reach what I think is an independent, fair and reasonable decision based on the facts of the case. I must be impartial. In order to uphold Ms D's complaint and award the redress she is seeking I would have to find that Santander made an error or acted in a way that wasn't fair and reasonable and this led to Ms D suffering financial loss or some other detriment. So I've looked at what happened with this in mind. I will consider the circumstances as a whole. I've highlighted the main things that I think are relevant when deciding this complaint – our rules allow me to do this. If I haven't covered every single point, it doesn't mean I haven't considered the evidence and what Ms D has said. It just means I haven't needed to refer to everything in the same amount of detail as Ms D to reach a decision.

My focus is on the key issue I need to decide – whether Santander has treated Ms D fairly and reasonably overall.

The restrictions applied to Ms D's account

I appreciate that Ms D feels strongly that Santander had no good reason to refuse to process her withdrawal request. But Santander can't simply rely on Ms D authorising the withdrawal even though she was attempting to remove money from her own account. I must take into account that Santander has legal requirements it must observe and regulatory obligations imposed by the Financial Conduct Authority ('FCA').

This means that Santander has to have processes in place to help ensure it takes reasonable steps to keep customers' money safe. So I can't fairly say that Santander made any error here when the withdrawal Ms D wanted to make prompted security checks. And had Ms D engaged with Santander at the time and been prepared to answer its questions, I think it's likely that this would have enabled Santander to remove all the restrictions imposed in Ms D's account sooner (given that this was ultimately what happened).

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

Santander has explained that the information it asks for helps it to keep customers' money safe. I completely understand Ms D's frustration at what happened. But I can also understand why, from Santander's point of view, it had grounds for valid concerns about whether it could safely approve the withdrawal Ms D wanted it to make, especially having regard to the substantial sum involved.

Santander's terms and conditions, which Ms D would've signed up to in order to be able to use the account, allow it to withhold paying her the money from her account in these circumstances.

I appreciate that Ms D found Santander's questions intrusive and she didn't agree they were entitled to the level of detail they were pressing her to provide about matters she considered were personal. But how businesses choose to operate and their internal processes come under the oversight of the regulator - the FCA . Although Ms D has objected to how Santander treated her, it's not for this service to tell Santander how it should act when it has concerns about potential fraud or scams. It's up to Santander to decide how it meets its regulatory obligations. Despite attempting to find out from Ms D the information it needed to know, Santander wasn't able to be satisfied that Ms D's money wasn't at risk. I don't consider it was unreasonable for Santander to ask Ms D the reason for the withdrawal including the ultimate purpose and destination of funds or to have follow-up queries depending on the answers she gave.

Around 15 October, Santander was willing to lift the blocks temporarily to allow a withdrawal via an ATM or in branch if Ms D had needed access to funds, including the benefit payments, during the period the blocks were applied. It was concerned only to protect the large lump sum she'd wanted to withdraw without providing an explanation that Santander considered adequate. This was information she could have found out if she'd been willing to answer calls she was receiving from Santander. But in any event, I can't see that Ms D told Santander she needed access to her money in these circumstances.

When Santander removed the account block, it sent a secure message to Ms D the same day. So I can't fairly say there was any delay communicating this information.

Bearing all this in mind, I think Santander acted fairly and reasonably when it applied bank policy and declined to allow the withdrawal Ms D wanted to make. It makes no difference to the outcome that at one stage the police attended the branch. Responsibility for approving the transaction rested with Santander and I am satisfied that it had valid reasons for concerns and that its actions in this situation weren't disproportionate.

I'm sorry that this was such an upsetting experience for Ms D. I can completely understand that this was a frustrating thing to happen. Banks have an obligation to take steps to keep customers' accounts and 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. The fact that Ms D has found information online suggesting that many people have complaints about Santander similar to hers isn't a reason for me to uphold her complaint. Each complaint is looked at on its own merits and for all the reasons I've set out above, I haven't seen enough here to uphold her complaint.

Ms D's discrimination complaint

In coming to my decision, I've thought carefully about Ms D's strongly held conviction that Santander wasn't acting in her best interests when it prevented her from accessing her money. She put things this way: *'(Santander was responsible for)... a racist, vindictive, punishing action for requesting, then persisting and being adamant about wanting my money out of Santander's control, and to financially gain from continuing to control my money.'*

Our service is unable to make findings on whether or not something constitutes discrimination under the Equality Act 2010 or the Race Relations Act 1965. This is because we are an informal alternative to the courts and only a judge can give a formal decision on whether or not the law has been broken. I have however taken into account the relevant law, including the Equality Act 2010 and the Race Relations Act 1965, as well as regulatory requirements and best industry practice when deciding whether or not Santander has acted in a fair and reasonable way here.

I'm very sorry for how what happened made Ms D feel. But I've seen nothing to suggest that Santander treated Ms D any differently to any other customer in this situation. And, on balance, for all the reasons set out more fully above, there's not enough evidence to say she was treated unfairly by Santander.

During the course of this complaint, Ms D also mentioned that Santander had blocked her account again in January 2025. But I can't consider or award redress for any complaint where the financial business hasn't first been given a chance to put things right, so I can't comment on what she's said about this. If Ms D feels she has further cause for complaint (that goes beyond the scope of the complaint she brought to us), then she should first tell Santander what her concerns are, so it has an opportunity to respond. If she still feels unhappy after that, she may be able to bring a new complaint to this service.

I hope that setting things out as I've done helps explain how I've reached my conclusions and even though this isn't the outcome Ms D hoped for, she will at least feel that the Financial Ombudsman Service has fully considered the complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 15 July 2025.

Susan Webb
Ombudsman