

The complaint

Mr S complains that Santander UK Plc ('Santander') reviewed his account and returned over £12,000 in credits he received into his account.

What happened

The details of this complaint are well known to both parties so I will not go into every detail of what happened here. But, in summary, on one date in May 2024, two credits for £10,000 each came into Mr E's Santander account. Around three weeks later, Santander received a report from the sending bank that these funds had been sent as a result of a scam.

Santander placed a temporary block on Mr S's account whilst it looked into matters. It requested proof of entitlement to the funds. Mr S said his sister was sending money from another country to help with school fees, but that the funds had not come directly from his sister. He said that she sent them via the central bank bureau de change. He sent Santander evidence of some international accounts, but they were not satisfied that Mr S had shown he was entitled to the funds. After it completed the review, around three weeks later, Santander returned the remaining funds of just over £12,000 to the sending accounts. It then removed all blocks and restrictions from Mr S's account.

Mr S was not happy and so raised a complaint with Santander. It declined to uphold his complaint, on the basis that it did not think that any mistake had been made. It said that as a regulated business, there are certain obligations which can require them to block accounts or withhold transactions. It declined to reimburse him for the funds that had been returned to the sending accounts.

Remaining dissatisfied, Mr S escalated his concerns to our service. He elaborated on his source of funds. Mr S said that he sold cryptocurrency in June 2024 and released the cryptocurrency when he had received the funds. He told us that he did this via a peer-to-peer cryptocurrency platform. He shared screenshots saying cryptocurrency had been sold, but his name did not appear on here. He said he took his own KYC checks, asking them to send ID, an oath video and a bank statement.

One of our investigators looked into what happened and did not recommend that the complaint be upheld. They said that Santander had acted in line with its legal and regulatory requirements when it blocked the account. They said that Santander had acted fairly when it carried out the review, and that as Mr S did not have sufficient proof of entitlement to funds, it was appropriate that they returned the funds to the senders.

Mr S did not agree. He said that our investigator had misunderstood. He said he was the recipient of funds and not the sender so he could not provide evidence of where the funds had come from. He said they were transferred to his account by his sister and she had to employ the service of a third-party company (a bureau-de-change) to transfer funds into GBP. He provided evidence which he said showed his sister's bank account and the transfer of funds to him. He also provided a certificate of registration for a business in another country. He also provided some messages on a messaging app which discussed the payments.

Our investigator said that he had said his sister sent the funds, and he had said the funds were from the sale of cryptocurrency, but that he had not provided sufficient evidence for

either. So, it remained fair that Santander found that he had not evidenced entitlement to funds.

As no agreement could be reached, the case 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.

The investigator was right to highlight that banks like Santander, are under numerous legal and regulatory obligations when providing accounts to their customers. Broadly, these obligations are to protect customers from financial harm as well as to detect and prevent financial crime. This means they occasionally may need to carry out a review in a particular account, to better understand how the account is being used. It might also be necessary to block an account while they carry out a review. There is a provision for this in the terms of Mr S's account.

Having looked at what happened, I do not see that it was unreasonable for Santander to review what was happening with Mr S's account. And it was appropriate for them to block any further activity on the account while they did so. I'm persuaded this was in line with their legal and regulatory obligations. I think that this did not take an undue amount of time, and they provided him suitable information and access to funds not in dispute whilst this was ongoing.

I can see that Santander asked for proof of funds for the two payments of £10,000 which entered his account in the same day. Mr S said that the funds came from selling cryptocurrencies but also said that he was sent it by his sister. He elaborated to say this was done via a bureau-de-change. I agree with our investigator that there appear to be different versions of events that Mr S has provided. Even if I were to accept that a version of events was exactly what happened, there is not enough proof to evidence any scenario.

Turning first to the scenario that Mr S sold cryptocurrency and received these payments in exchange. Mr S has been inconsistent, and told us that he sold the cryptocurrency through two different platforms. Whilst he has been able to provide screenshots which appear to show the sale of some cryptocurrencies, there is nothing which links these to him or an account held in his name with a cryptocurrency platform. Our investigator asked for a cryptocurrency account statement to show these transactions in cryptocurrency, and this was not provided. So, I do not think there is enough evidence to show that he was an merely a seller of cryptocurrency here and was entitled to the funds for this.

Turning to the scenario in which the funds were sent by Mr S's sister. The document which Mr S said is his sister's bank statement does not appear to show any corresponding payments for either of the £10,000 credits individually or collectively. Mr S has been inconsistent with the means by which his sister would have sent the money. He said it was not in her name because it was sent by a central bank bureau de change. He said the payments would therefore say the app name rather than the sender name. However, the funds did not come from an official foreign currency exchange app or service, they were sent from UK personal accounts.

Mr S then said that it was a bureau de change linked to a business certificate he gave us that is related to farming. Mr S explained that the named persons on the farming business certificate also exchange currency - though there is no clear evidence of this. He said they usually convert the international currency to GBP for friends and family but sometimes if the amount is larger, they switch to cryptocurrency because they find it easier to get the amount they need. This does not sound like the operation of a legitimate app as he had previously indicated. This would certainly not be normal practice for a legitimate bureau de change. The messages Mr S provided show information about the two credits into the account, including

the amounts and senders names. There is a message which says “received 2 x £10,000”. Mr S does not appear to be saying that he was involved in this chat – that this was to do with the bureau de change. There is nothing in them that clearly links the payments to Mr S such that I would be able to say he was entitled to the funds. And ultimately, nothing within them persuades me that Santander acted incorrectly in concluding that Mr S had not shown his entitlement to the funds.

My final decision

I do not uphold this complaint and require Santander UK Plc to do nothing further.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S to accept or reject my decision before 23 October 2025.

Katherine Jones
Ombudsman