

## The complaint

Mr Z has complained that Santander UK Plc ("Santander") prevented him from withdrawing a large sum of money from his account to pay for building work.

## What happened

Mr Z had phoned Santander in advance to request a £51,500 cash withdrawal to be made from a Santander Branch for 13 February 2025. But when Mr Z arrived in branch on 13 February 2025, the staff members were not aware of the prearranged withdrawal.

After a manager spoke to another department on Mr Z's phone, it was then established that Mr Z had arranged for the collection to take place on that day. The branch staff then started to carry out the transaction for Mr Z. But when Mr Z went to do so, he couldn't recall his PIN.

A member of staff showed Mr Z how to download Santander's banking app, so that Mr Z could access his PIN. But Mr Z was unhappy that the member of staff had seen his PIN and written it down for him.

Mr Z was then asked what the money was for, but as he didn't have any proof that the money was to pay for building work. This led to the branch staff being uncomfortable in processing the withdrawal request. To try and resolve matters, Mr Z was put in touch with Santander's fraud team over the phone. But they too had the same reservations about allowing the withdrawal to go through without any evidence of the building work.

Whilst Mr Z was in branch Santander called the police, as Santander was concerned that Mr Z was being coerced into withdrawing large amounts of money from his account.

After Mr Z spoke with the police and Santander's fraud team, Santander remained concerned about the safety of Mr Z's money being withdrawn in such a large amount and the answers that Mr Z had given them. This resulted in Mr Z leaving the branch without the money. To access the money, Mr Z later transferred his money to another bank.

Mr Z complained to Santander about its handling of matters. Santander issued its final response on 17 February 2025 and didn't uphold the complaint.

As Mr Z remained unhappy with Santander's response to his complaint, he referred his complaint to this service. One of our investigators assessed the complaint and they didn't uphold the complaint either.

As Mr Z didn't accept the investigator's conclusions, 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 considered everything, I don't uphold this complaint. I will explain why.

When Mr Z first attended the branch, I understand that the members of staff he spoke to weren't aware of the prearranged withdrawal.

Unhappy with this Mr Z called a Santander department on his phone and then put the branch manager on the call. After discussing matters on the phone with the branch manager, it was established that the withdrawal was actually due for that day. The branch staff apologised to Mr Z for the miscommunication and then arranged for his withdrawal to be processed.

It's clear that the Santander staff initially got things wrong here. For whatever reason, the staff didn't see the prearranged withdrawal on their systems. But, I'm satisfied that the misunderstanding was resolved once it had been confirmed that the withdrawal had been booked in for that day.

Mr Z says he is unhappy as the branch manager walked off with his phone whilst speaking to the other department of Santander. But having listened to the call, I note that the branch manager did ask Mr Z if it was OK for him to take the phone to talk to the office member and said that he'd be 'back in a second'. The branch manager said that he'd load up the transcripts (presumably on his computer). So it seems that the branch manager took Mr Z's phone so that he could locate the withdrawal request on his computer, as he was until then, unable to locate the request on his systems.

Once it was established that the withdrawal was due that day, the branch staff did then go to start to process the withdrawal for  $Mr\ Z$  – with the first step being  $Mr\ Z$  needing to provide his PIN number to the counter staff. I understand that  $Mr\ Z$  didn't know his PIN, so members of staff helped him download the app so that he could access his PIN.

Mr Z has complained that the member of staff saw his PIN and had written it down for him. But, although it's not usually wise to write a PIN down or to show the PIN to other people, in the circumstances, I'm satisfied that the member of staff only did this as they were trying to help Mr Z resolve the issue with his cash withdrawal. So I don't think they were acting in an unreasonable way towards Mr Z.

Turning now to the declined cash withdrawal, the starting point here is that a bank should generally follow its customers' instructions, that is, unless there is good reason not to. That'll usually be explained in the terms and conditions of an account which will say that a bank can refuse a payment where it suspects a payment may relate to fraud. So here, Santander decided that it wasn't going to allow the large cash withdrawal that Mr Z wanted to make, until he could provide further information about what the money was being used for. It's clear that the reason why Santander wanted more information about this was to be sure that the reason for the withdrawal was genuine and that Mr Z wasn't being defrauded or coerced into taking money out of his account.

This is a position that Santander is entitled to take and in deciding whether it's fair, I've taken into account the relevant rules and guidelines, along with good industry practice at the time. There are general principles that say that a bank should conduct its business with due skill, care and diligence and to pay due regard to the interests of its customers.

As a matter of good industry practice, I'd expect a bank like Santander to be monitoring accounts and payments to identify any unusual payments or withdrawals. And I'd expected it to prevent transactions that could involve fraud, or be the result of a scam - along with identifying and assisting vulnerable consumers (including those at risk of financial exploitation).

In my view, that's what Santander was doing when it declined to process Mr Z's cash withdrawal. The withdrawal was for a very high amount, which was unusual, in the context of Mr Z's normal account usage. This meant that Santander wanted some further information about the withdrawal to be sure that it was legitimate and genuine and that Mr Z wasn't putting himself at risk of a financial loss by making it. And although Mr Z is unhappy it was not made clear before hand that he may need evidence of the building work, from what Mr Z has said it doesn't sound like a quote was available to him at that point in time. So I'm not

sure that matters would've played out any differently, even if it'd been suggested to him before hand to bring such documentation.

In terms of the questions that Santander were asking Mr Z, in my view, they were proportionate and reasonable in the given circumstances. From the information I have seen and the calls I have listened to, it seems to be the case that Mr Z had explained that the money was for building work. But he was unable to provide any evidence of the work, and Mr Z seemed vague, in terms of explaining when the work would start and how much the total work would cost.

Santander asked for proof of these works, which is a reasonable request given the large amount that Mr Z wanted to withdraw in one go, and one which I think a customer would generally be able to evidence in some way. But Mr Z was unable to provide such evidence. Mr Z has explained that relatives will be carrying out the building work, but even if that is the case it still seems highly unusual that Mr Z needed such a large amount in one go, rather than paying for the building work in stages – which is typically how payment for building work is normally carried out. I also note that when Mr Z spoke to Santander's fraud team, they had similar concerns about the cash withdrawal too. So, in the circumstances, I can understand why Santander became suspicious of the cash withdrawal request and I think it was fair that Santander didn't then go ahead with the cash withdrawal, before Mr Z left the branch. I say this particularly, because if Mr Z needed to withdraw the cash in one go, then he could've rearranged another branch visit, once he had obtained evidence of the work he had planned from his builders.

Mr Z is also unhappy that, when he was in branch, Santander called the police so that they could speak with Mr Z. Mr Z says that he felt like he was being treated like a criminal. I can understand why Mr Z may've been alarmed when the policed asked to speak with him. But, although Mr Z brought ID with him to the branch, it's clear that the answers he provided to Santander's questions around the cash withdrawal caused Santander some concern.

Calling the police in such circumstances is in line with the Banking Protocol – introduced in late 2016 and rolled out more widely in the UK during 2017. This protocol allows branch staff who may suspect that a customer is at risk of financial harm or potential fraud, to directly contact local police who will attend a branch. So while I realise that Mr Z was unhappy that this happened when he was simply trying to access his own money – I think that Santander was following the protocol in a fair way that was in Mr Z's best interests, even though I know he sees it very differently.

In the circumstances, I can see why Mr Z is unhappy. He'd given advance notice of the withdrawal, took the ID that he'd been told to bring and was simply trying to withdraw his own money from his account in cash. So I can see why Mr Z was dissatisfied with how things panned out during his branch visit. But, once the misunderstanding about the date of the withdrawal was resolved, I think that the steps that Santander took were reasonable. Ultimately, it took the steps it deemed necessary to try and protect Mr Z - such as putting Mr Z through to its fraud team; asking Mr Z to return with the evidence of the building work, once it was available, to get the money released; questioning why he wanted to withdraw so much in one go, rather than in instalments; suggesting making smaller withdrawals; and calling the police when it was concerned that Mr Z could be at risk of being coerced or scammed into withdrawing the money.

Overall, Santander did explain that Mr Z could make bank transfers to the builders or could withdraw lesser amounts to resolve matters. And Santander did explain that Mr Z would've been able to access his money on a subsequent visit, once he'd obtained the evidence that Santander had asked for i.e. a quote from his builders. In the end I understand that Mr Z chose to transfer the money back to the bank it had originally been transferred from, so that

he could access the money. So although I can see that the matter was clearly distressing for Mr Z, ultimately I think Santander gave a reasonable explanation as to why it refused to process the cash withdrawal on 13 February 2025.

So taking everything into account, and bearing in mind the obligations Santander was under to protect Mr Z from suspected fraud, I'm unable to say that Santander acted unfairly or unreasonably in this matter.

## My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 28 July 2025.

Thomas White **Ombudsman**