

## **The complaint**

Mr A complains Santander UK Plc restricted access to his account at a time he needed urgent access to his funds. Mr A explains that this caused him significant loss. His account was closed following a review.

## **What happened**

Mr A contacted Santander to explain his account was blocked. Santander asked Mr A for information about certain transactions in and out of his account, and for further evidence to prove entitlement to funds held in the account.

Mr A explained that he needed access to his money because he was in a hotel. He says his car had been impounded and he'd had to travel and stay in a hotel to get the car out the impound. Not having access to his funds would cause additional expense.

Santander continued to block the account while it was investigating, and Mr A made a complaint. Santander provided its response to the complaint to explain it had followed its correct processes when blocking the account and was not due to a mistake. It also explained its review was still ongoing while it was waiting for information from a third-party bank.

A few days later and following a further review Santander made the decision to close the account and explained how Mr A could recover funds from his account. Mr A withdrew his funds, and the account was later closed.

Mr A brought the complaint to our service and one of our investigators looked at the complaint and found that Santander were fair to block the account and complete the review, and he didn't consider there to be any undue delay.

Mr A disagreed. He explained that he'd been misadvised that he would be able to access his funds, and he should be compensated for this mis-advise.

The investigator explained that the block and closure was fair, and it was right that the block was on the account at the time, and so regardless of any mis-advice he didn't feel it was appropriate to recommend redress. The investigator also sent a copy of a call recording he'd relied upon in his investigation.

Mr A provided a written response to explain the reason he provided Santander certain information over the phone. He reiterated that he'd been told he would be able to access his money, and he's relied on this information to tell people he owed money to he could return it back. He believes the issue escalated when he asked for his account balance, and that this led to further investigation after the investigation had been concluded and he was told he could access his money. Mr A has explained the stress, financial hardship and damaged trust that this has caused him.

As Mr A disagreed, it's 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.

Having done so, I have decided not to uphold this complaint. I'll explain why.

I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Some information Santander has provided is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material to the issue of whether Santander has treated Mr A fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

Banks in the UK are regulated and must take certain actions in order to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means banks need to restrict, or in some cases go as far as closing customers' accounts.

I've reviewed the information Santander had in relation to Mr A's account, this included information Mr A told Santander over the phone, and I'm satisfied it was in line with its legal and regulatory obligations to carry out the review on the account. I appreciate Mr A has given me a reason why he had provided certain information over the phone to Santander, and he now says this information was incorrect. But I'm satisfied Santander were entitled to rely on the information for its review when it was told it.

I've also reviewed the manner in which Santander carried out its review and I'm satisfied that it was carried out in a timely manner, when considering the nature of the review.

So whilst I appreciate what Mr A has said regarding his urgent need for the funds, and the impact and costs incurred by not having access to the funds, I'm satisfied that Santander hasn't made a mistake in blocking and reviewing the account.

A bank is entitled to close an account just as a customer may close an account with a bank. But before a bank closes an account, it must do so in a way, which complies with the terms and conditions of the account.

The terms and conditions of the account, which Santander and Mr A had to comply with say, it could close the account by giving at least 2 months' notice. And in certain circumstances it can close an account immediately or with less notice.

Having looked at the information given to me by Santander, and the information it had at the time it made the decision to close the account, I'm satisfied that it was entitled to close the account with immediate effect, in line with the terms and conditions of the account. Santander gave Mr A 30 days' notice, so I'm satisfied it treated Mr A fairly.

Mr A has said that he was told he would be able to access the funds in his account earlier than he was able to, and this has caused him further problems. I haven't seen evidence that supports this, but based on what I've said above I'm satisfied that Santander were correct in blocking the account, so I'm satisfied it ought not to have released the funds to Mr A any earlier than it did. Whilst I appreciate the whole situation would've had an impact on Mr A, I find the considerable impact to have been caused by the block itself and the lack of access

to the funds. I appreciate it may have been frustrating had Mr A been told incorrect information, but I don't find it to have contributed significantly to the impact caused.

So, I'm not going to ask Santander to compensate Mr A for any trouble or upset he has suffered.

### **My final decision**

My final decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 July 2025.

Simon Yates  
**Ombudsman**