

The complaint

Mr J complains that Santander UK Plc failed to remove the dormancy block on his business bank accounts in a timely way.

Having considered everything provided by both parties, I agree with the outcome that has been reached by the investigator. I'll explain why.

What happened

Mr J holds a business current account and a business savings account with Santander. On 19 January 2022 Santander wrote to Mr J to say that his accounts would soon be made dormant from 19 March 2022 due to lack of use since 2018.

Mr J says that he's been trying to get the accounts reinstated since January 2025, but despite his efforts it took over six months for this to happen. Mr J's business current account was re-activated on 25 June 2025, and his business savings account was re-activated on 18 July 2025.

Mr J says that since January 2025 he's contacted Santander more than 24 times – including multiple phone calls and two in-person visits to branch. On both occasions he says that he provided the necessary identification documents, however Santander failed to complete the reactivation process in a timely way. Mr J says that he was given conflicting information about completed identification checks and he was told on two occasions that his documents had been lost.

Mr J has described the impact he says he's suffered as a result of the delay. Mr J says that he has a learning disability and he is currently recovering from a severe, life changing health crisis. Mr J says that Santander's failure to reinstate access to his business bank accounts has caused significant financial loss, distress, and ongoing hardship.

Mr J says that as a result of the restricted access to the funds held in these accounts, he was forced to borrow money from a private source to cover essential living expenses. As a result, he says he now owes approximately £5,000 in total due to interest charges. Mr J says he also had to rely on another personal account with limited funds, causing his account to become overdrawn which led to him incurring fees. To put things right Mr J is seeking £5,000 compensation.

Unhappy, Mr J complained to Santander. Santander's records show Mr J's complaint was first raised on 18 June 2025. Santander answered the complaint on 26 June 2025. It said that it hadn't been able to remove the dormancy block due to incomplete information relating to address history for Mr J on the required form. Mr J didn't accept this so Santander reviewed the complaint, and it later accepted that it made an error and caused an unnecessary delay. Santander upheld the complaint and paid Mr J £100 compensation. Mr J remained unhappy, so he came to our Service.

Santander has provided a different timeline of events. It says that Mr J first made contact about the dormant accounts on 19 May 2025. To remove the dormancy block Mr J was

required to complete a form and provide identification. Mr J visited a branch for this, and the documentation was received on 21 May 2025. Santander says that the form was incomplete as the length of time at address had not been completed.

Mr J contacted Santander again on 6 June 2025, and he was incorrectly advised that the paperwork hadn't been received so he attended a branch again to provide the correct documents. Santander accepts it took too long to review Mr J's paperwork on both occasions. Santander accepts its service fell below standard and it said that following a further review it was willing to increase its compensation award to £250.

Investigator's outcome

An investigator at our Service looked into things and thought that Santander's offer was fair. Mr J didn't agree and asked for more compensation. Our investigator asked Santander whether it would be willing to consider a counteroffer, but Santander said that it thought its recent offer was fair and it wasn't willing to increase it.

In summary Mr J says that whilst he accepts that his business accounts were legitimately made dormant due to inactivity, he remains dissatisfied with how Santander handled the reactivation process. He said that on 19 May 2025 and during further branch visits he made Santander aware of his learning disability and his recovery from a significant health condition. He says that despite this, Santander failed to acknowledge his vulnerability – he wasn't offered any reasonable adjustments, tailored support, or a fast-track resolution – contrary to requirements of the Equality Act 2010 and the Financial Conduct Authority's (FCA) guidance on fair treatment of vulnerable customers. Mr J doesn't think that the investigator has fully considered Santander's legal and regulatory obligations in response to his personal circumstances, nor does he agree that the compensation awarded fairly reflects the impact suffered.

Because an agreement hasn't been 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.

Our approach

Santander has accepted it got things wrong during the reactivation process. But as Mr J isn't happy with how Santander has offered to settle the complaint, it remains for me to decide whether the things Santander has done to put things right, including the amount of compensation awarded to date, is fair and reasonable.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is more likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

I've carefully considered everything Mr J has said about how he's been impacted as a result, and how he should be fairly compensated in the circumstances. When making an award for compensation, I must decide what's fair and reasonable to both sides involved, giving careful consideration to all the circumstances of this case. I also think it's important to explain that, as a service, our awards are designed to compensate consumers – not punish organisations.

I've given careful consideration to all the submissions made by both parties, but I won't address each and every point that has been raised. I'll focus on the matters that I consider most relevant to how I've reached a fair outcome – in keeping with the informal nature of our service.

Did Santander give reasonable notice about its intention to make the accounts dormant?

I'm sorry to hear about the circumstances Mr J describes and to learn that he's been through such a difficult time. Having discussed the complaint with Mr J he's said that he received no notice that his accounts were being made dormant. He says the first time he realised this was when he tried to make a transfer but was unable to. Mr J says this was around January 2025.

Santander has provided copies of the letters it sent to Mr J in January 2022 letting him know that his accounts were soon to be made dormant due to inactivity. Mr J was given until 18 March 2022 to tell Santander that he wanted to keep the accounts active. I can see that the letters were correctly addressed to the postal address Mr J has used for the purpose of logging his complaint with our Service. Whilst I accept that not all post reaches its destination and recipients, it remains that the vast majority of correctly addressed post is correctly delivered. So, in the absence of independent evidence to the contrary (for example, evidence that Mr J was experiencing postal problems at the time), on balance I am satisfied that the letters would, most likely, have been correctly received. So, I'm satisfied that Santander gave reasonable notice about its intention to make the accounts dormant – that being in line with the terms and conditions of the account which reads:

“ 33 Dormant accounts

33.1 If you do not make any transactions on your account for one year in the case of current accounts and three years in the case of savings accounts then we may treat your account as being dormant to remove the risk of fraudulent activity. This means that we will stop sending you statements, letters and cards.

To make your account active again, you will have to show personal identification such as a passport or a driving licence.

Please call us by using the contact details provided in these Conditions for further advice.”

When Did Mr J ask Santander to remove the block on his accounts?

Mr J says that he only found out about the dormant accounts through a failed transfer attempt in January 2025. Mr J can't provide any evidence of this and from looking at the transaction history for both accounts, I can't see any record of this either. Santander has shown through its audit records and transaction history for both accounts, that the earliest activity on either account since the dormancy was on 19 May 2025, when Mr J attempted a transfer which was declined due to the block in place. Santander's call records also show that it was on the 19 May 2025 that Mr J first made phone contact about the accounts. Mr J says that he visited a branch before May 2025 and he was told that he'd need to call a designated number to discuss the blocks on the accounts. Even if that were the case, as I've said there is no record of Mr J calling Santander about the blocked accounts before May 2025.

So having considered the evidence I'm presented with, I'm persuaded that it was in May 2025 that Mr J first made contact with Santander about the blocked accounts. And so it

therefore follows that I can only reasonably consider any impact Mr J has suffered from that date onwards.

My findings

Santander accepts that during the reactivation process its service fell below standard. Mr J was provided with incorrect information when he was informed that his documents hadn't been received. The documents had in fact been received but the necessary form was incomplete due to missing address history information. Santander also accepts that it wasn't until after Mr J complained, that his documents were reviewed which caused the delay in reactivating the accounts.

I'm persuaded that had Mr J been told sooner that his form was incomplete, he'd have taken steps to provide a new completed form sooner and the accounts ought to have been reactivated sooner than they were. Mr J's business current account was reactivated on 25 June 2025 – five weeks after his initial enquiry and the business savings account around a further three weeks later. Although it appears it wasn't until Santander sent its second final response letter on 21 July 2025 that it informed Mr J that both accounts were now active. I've thought about the impact this has had on Mr J – also taking into account everything he's said about being discriminated against as a result of his disability.

It's not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or Santander has breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

Santander says Mr J told it on 19 May 2025 that he was disabled. When asked what information should be recorded Mr J said that he had a learning disability. There is no evidence to suggest that Mr J asked for any reasonable adjustments to be made or that Santander offered this. Arguably Santander could have done more to understand if any reasonable adjustments were required. That said, for security purposes, in such circumstances, all customers would be required to complete the identification process. It's disappointing that Santander's service fell below standards, but I'm not persuaded that the service Mr J received was in any way related to any characteristic of his, or as a result of there being no reasonable adjustments in place.

Mr J says that as a result of the delay he had to borrow funds from a private source and pay a high rate of interest, but he can't provide any evidence of this. He also says that he has incurred overdraft fees as a result of needing to use an alternative account with limited funds.

Having discussed this case with Mr J I've explained that in order for me to direct that Santander compensates him for any financial loss suffered as a result of its actions – he'd need to provide proof of the loss suffered. I can't reasonably expect Santander to cover any financial loss suffered without available evidence of that loss. As Mr J hasn't been able to evidence these costs, I won't be making an award for the loss described.

Turning to the overdraft charges Mr J has described. Mr J has provided our Service with some copies of bank statements for his personal account from February through to July 2025. These statements show that Mr J was relying on his overdraft in a similar way both before and after May 2025 – so I can't reasonably say that his overdraft use was solely as a result of him not having access to his business accounts from May 2025 onwards. It's also

important to note that Mr J hasn't used either business account since 2018. Also, once Mr J was informed on 21 July 2025 that both the accounts were active, it wasn't until 10 November 2025 that Mr J withdrew funds. Therefore, given the account activity, I'm not persuaded that Mr J was relying on these funds for essential expenditure as he suggests.

My outcome

Having considered everything, I think an award of £250 to recognise the distress and inconvenience caused by Santander's actions to be reasonable and in line with this Service's guidelines on such compensation¹, I'll explain why.

Mr J was informed on 21 July 2025 that both the accounts were active – around two months after he asked for the accounts to be reactivated. It's clear that because of Santander's errors Mr J had to make several calls (confirmed as 10 in total as per Santander's call log records) and a further branch visit to sort things out – and that caused him unnecessary frustration and inconvenience that he should be compensated for. In line with our range of awards, £250 is a fair amount to compensate Mr J for the impact described. For the reasons I've explained I won't be asking Santander to increase its compensation award because I'm not persuaded that the impact extends beyond this as Mr J suggests.

My final decision

Santander UK Plc has already made an offer to pay a total of £250 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Santander UK Plc should pay Mr J a further £150 on top of the £100 he's already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 17 February 2026.

Arazu Eid
Ombudsman

¹ <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>