

The complaint

Mrs D complains that Santander UK Plc unfairly restricted her access to online and mobile banking.

What happened

In June this year, Mrs D discovered that her access to online banking had been restricted, so she could no longer view or transact on her account using this feature. Santander advised that this was in response to a court order issued against a third party whom she jointly holds some accounts with.

Mrs D is unhappy that her access has been restricted, despite not being named on the order itself. She points out that the order was issued around 10 years ago and finds Santander's decision to apply the restriction now to be unreasonable. Mrs D says this has affected her ability to view and manage her accounts and carry out essential management of her finances - such as paying her bills and transferring her funds elsewhere. She feels there's no legal basis for Santander applying the restriction, that the bank has acted disproportionately and that it has breached its regulatory obligations to her as its customer – such as the Consumer Duty.

Santander says it made an omission when the court order was originally issued and failed to apply the restriction at the time. The bank says this came to light during a recent review, so it corrected its failing. Santander stands by its position, pointing to the fact that Mrs D's online banking access allows her to also access the jointly owned accounts, which are subject to the order – so the restriction it applied now is reasonable. In referring her complaint to this service, Mrs D seeks the reinstatement of her online banking access and compensation. Our investigator concluded that the bank acted fairly. Mrs D disagreed and asked for a final decision – so the complaint has been passed to me.

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.

I'd like to start by saying that I've considered all the arguments and evidence provided by both parties, but in this decision, I'll be referring to and focusing on what I consider to be the main points. No discourtesy is intended by this. We aim for our decisions to be as concise as possible.

I share the investigator's conclusion that Santander acted fairly. I realise Mrs D will be disappointed to hear this, so I'll explain my reasons.

Santander's terms and conditions explain that it is entitled to restrict Mrs D's access to online banking in certain circumstances. But it must do so in a fair and reasonable manner. Mrs D's key argument is that she isn't named on the court order in question. I've considered the copy of the order we've been provided with, and I agree, Mrs D isn't a named party. However, I note that the order requires the prevention of any action that allows the provisions of the

order to be breached. So Santander, as a banking provider to the named third party is under an obligation to ensure the provisions of the order aren't breached.

Santander says it restricted Mrs D's online banking access because she's jointly named on accounts held by the third party named on the court order. So, although Mrs D doesn't seem to have acted in breach of the order since it was issued, there remains the risk that access to the third party's accounts provides an opportunity to do so. And if this were to occur, Santander will be seen to have breached its obligations as set out within the order. So I'm satisfied it was fair for Santander to restrict Mrs D's online banking access.

Mrs D questions why the bank has only applied the restriction recently, instead of doing so around the time the court order was issued. Santander accepts it should have done so sooner and points to this as being an omission. I agree that the bank should have put the restriction in place sooner, if this is crucial for it demonstrate compliance with the order. But I'm not persuaded that the bank's failure to do so sooner gives fair cause for me to instruct Santander to remove the restriction now, as this places the bank under a risk of being in breach of the order. So I won't be asking Santander to lift the restriction to Mrs D's online banking.

I appreciate that the limitation has caused Mrs D some difficulties in the way she manages her account with Santander. So I understand why she points to key regulatory mechanisms such as the Consumer Duty. However, I'm satisfied that the obligations placed on Santander by the court order outweighs the bank's duty to act in Mrs D's best interests – as required by the Duty and other relevant regulations.

I also note that Mrs D has otherwise been able to operate her account as expected – in that her direct debits have continued, and she's been able to use her funds for her day-to-day spending. Santander also says Mrs D retains access to telephone banking. I acknowledge that the restriction has added a layer of inconvenience and stress, but I can't fairly say that this is something Santander is liable for, given it has acted in response to the court order.

I empathise with Mrs D, given the difficulties she continues to face because of the restriction to her online banking. But I'm satisfied Santander has acted fairly, so I won't be asking the bank to take any action.

My final decision

For the reasons explained, I'm not upholding this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 14 January 2026.

Abdul Ali
Ombudsman