

complaint

Mr K complains that Santander UK Plc blocked his account while he was abroad, leaving him without access to funds. The bank then closed his account and won't return money held in it.

background

In December 2018 Mr K was abroad on holiday. A faster payment of £10,000 was made to his account. Santander took the view that it needed to look into the payment and blocked Mr K's account while it did that.

Mr K contacted Santander to discuss what had happened and to try to remove the block from his account. He told the bank that the money had come from a colleague, Mr P, who was sending him money from the sale of a car for his (Mr K's) holiday. Santander wasn't satisfied with the explanation it had been given and asked Mr K to provide evidence of where the money had come from.

When he returned to the UK Mr K went to a Santander branch with documents including what appeared to be a sales invoice showing he had sold a car to Mr P and evidence of the transfer from Mr P's bank account. Santander didn't lift the block on the account and gave Mr K notice that it would close the account after 30 days.

Mr K referred the matter to this service and one of our investigators considered what had happened. Mr K said that he had sold his car to Mr P for £10,000. The investigator noted however that Mr P had told his own bank that he'd *lent* Mr K £10,000. Mr K hadn't provided any official document showing a transfer of the vehicle from him to Mr P. Given these apparent inconsistencies, the investigator didn't think Santander had acted unfairly in acting as it had.

Mr K didn't accept the investigator's findings and asked that an ombudsman review the case.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done that, however, I've reached broadly the same conclusions as the investigator did, and for similar reasons.

When Mr K first contacted the bank about the payment, he said that the money was from the sale of a car and that Mr P had sent the money to him for his holiday. He didn't say that the money was for a car Mr P had bought from Mr K. When however Mr K brought the complaint to this service he said that's what had happened – and produced what he said were documents demonstrating that.

I would however make the following observations on what Mr K has produced:

- The invoice is dated either 3 or 13 December (the handwriting isn't entirely clear, although I don't believe that's significant). It records that Mr P had paid £10,000. But the bank transfer wasn't made until 18 December. I would expect the sales invoice to carry the same date as the payment and the transfer of the car.
- Mr K also produced a copy of a confirmation of a statutory off-road notification (or SORN) which expired on 17 December 2018. That was in his name. It's evidence that

Mr K was the registered keeper at some point before that date, but it's not a transfer document and it doesn't show how long before 17 December 2018 Mr K was the keeper.

- Mr K also provided a copy of a V5 registration document in Mr P's name. That document says however that Mr P acquired the vehicle on 9 June 2018 – some six months before Mr K says he sold it to Mr P.

It may be that Mr K can explain these apparent discrepancies. But, in the circumstances, I can understand why Santander wanted to know about the funds that were paid into Mr K's account. I can understand too why it didn't consider that Mr K had adequately explained their source.

I note that Mr K has suggested that Santander has discriminated against him – that is, it's based its decision on his characteristics rather than on events. I'm not persuaded that's the case though. I'm satisfied its actions were prompted by legitimate concerns about the source of the funds paid into Mr K's account, and his responses to those concerns.

For these reasons I don't believe that Santander acted unfairly in blocking Mr K's account or in later closing it in the way it did

my final decision

My final decision is that I don't require Santander UK Plc to take any further steps to resolve Mr K's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 30 April 2020.

Michael Ingram
ombudsman