

The complaint

Mr P and Mrs P are unhappy with the service they received from Santander UK Plc surrounding a transfer they wanted to make.

What happened

Mr P and Mrs P instructed a transfer of £12,000 to an ISA account. But Santander stopped the transfer and blocked Mr P and Mrs P's account. Mr P and Mrs P weren't happy with the steps they needed to take to unblock their account and they felt they'd lost out on interest because of the delay in the transfer being completed. So, they raised a complaint.

Santander responded to Mr P and Mrs P and explained that the transfer had been stopped so that security checks could be completed and said they didn't feel they'd acted unfairly by requiring those checks. Mr P and Mrs P weren't satisfied with Santander's response, so they referred their complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Santander had acted unfairly in how they'd managed the situation, so didn't uphold the complaint. Mr P and Mrs P remained dissatisfied, so the matter was escalated to an ombudsman for a final 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 done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that Santander have or haven't acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

Santander have explained that because the instructed transfer was the first payment being made to the account in question that their protocols mandate that an enhanced security process be undertaken. This doesn't seem unreasonable to me, and it must be noted that it wouldn't be within the remit of this service to instruct a bank to change their policies and protocols regarding such matters.

Additionally, Santander confirm that when Mr P called to instruct the transfer on Friday 16 December 2022, he was told at that time that more detailed security checks would need to be carried out, but Mr P said he didn't have time to do so and ended the call. And when Mr P and Mrs P attempted to instruct the transfer again the following day, Saturday 17 December, it triggered Santander's security systems and was referred to their fraud team for review.

Santander explained that they attempted to call Mr P on Monday 19 December to enable

him to authorise the transfer as per their requirements, but there was no answer and no facility for Santander to leave a message. Because of this, Santander sent a text message to Mr P and Mrs P asking them to contact Santander. And following this Mr P spoke with Santander and went into branch the next day with ID documents to authorise the transfer.

Mr P and Mrs P are unhappy with the steps they had to take to authorise the transfer and feel that because the transfer to their ISA was delayed, they lost out on several days interest as a result.

I accept that Mr P and Mrs P were inconvenienced by what happened here. But given the requirement and obligations on banks such as Santander to have systems in place to protect their customers' money and to check for suspicious activity, it can be the case in certain situations that a degree of inconvenience for customers can unfortunately be necessary. And I feel that this is what's happened in this instance.

Given that I feel it was reasonable for Santander to require the additional security checks that they did here, I feel the inconvenience that Mr P and Mrs P experienced was an unfortunately necessary consequence of the requirement for those enhanced security checks. And because I feel that the level of inconvenience Mr P and Mrs P experienced here was necessary, I don't feel that it was unfair.

Additionally, because I'm satisfied it was reasonable for Santander to require the further security checks on the transfer, I feel it was for Mr P and Mrs P to complete those checks in a timely manner – if they were concerned about any potential loss of interest that may have occurred resultant from any delay in the transfer being made. And so, I won't be instructing Santander to reimburse any amount to Mr P and Mrs P regarding claimed loss of interest as they would like.

All of which means that I don't feel Santander have acted unfairly towards Mr P and Mrs P here. And it follows from this that I won't be upholding this complaint or instructing Santander to take any further action. I hope Mr P and Mrs P will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 3 August 2023.

Paul Cooper
Ombudsman