

## The complaint

Mr H complains about difficulties making a payment from his Santander UK Plc account.

## What happened

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

*Mr H has a current account with Santander and has told us that over the years he's been subject to various security checks when trying to make payments. In April 2023 Mr H contacted Santander and advised he was intending to purchase a caravan for £12,000. Mr H wanted to provide Santander with notice so the payment would be approved.*

*Mr H has explained he travelled 200 miles to buy the caravan and attempted to make the payment of £12,000 to the vendor. But the payment was picked up by Santander for additional checks before it could be released. Mr H spoke with various agents at Santander, including someone who tried to take the payment over the phone. During Mr H's calls with Santander he explained he was at the vendor's residence waiting to collect the caravan. Mr H explained he had documentation and identification to verify the purchase was genuine.*

*Mr H raised the possibility of visiting a branch to withdraw cash to complete the purchase. The final agent Mr H spoke with said that whilst the branch may not have cash available to complete the purchase, it would be able to contact the fraud department to arrange for the payment to be approved. The agent advised that if the payment was approved in the meantime he would call Mr H back to confirm.*

*The payment was subsequently approved by Santander's back office and made. No call was made to Mr H as promised but Santander says it sent a text message to confirm. Mr H says there's no record of the text message being received.*

*Mr H has told us that when he attended the branch he was advised the payment had already been approved. So Mr H returned to the vendor's home and completed the caravan purchase.*

*Santander issued a final response and said the payment had been correctly highlighted for further checks. Santander didn't uphold Mr H's complaint.*

*Mr H referred his complaint to this service and it was passed to an investigator. In its file submission, Santander said that when Mr H called prior to making the payment he should've been advised that there was no way to influence whether it would be picked up for further checks. Santander also said that when the second payment attempt was held for further checks and Mr H asked to speak with a manager he was transferred to the complaints team instead without warning. Santander added that the payment was cleared by its back office at 12:50, but instead of calling Mr H as promised, a text message was sent. Santander offered Mr H £150 for the distress and inconvenience caused.*

*The investigator thought Santander had made a fair offer but Mr H asked to appeal. Mr H said there have been regular instances of interference by Santander when trying to use his account. Mr H added that he'd asked an agent whether he suspected fraud and was told no. Mr H added he'd been sent on an unnecessary visit to the branch despite Santander being aware he was on site at the vendor's home attempting to complete the purchase and that the way the payment had been handled caused a substantial delay and level of inconvenience. Mr H asked to appeal so his complaint has been passed to me to make a decision.*

### **What I've provisionally 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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.*

*I agree with Mr H that the service provided on the day he purchased the caravan was unreasonable. Mr H did everything he could to make sure the payment went through without issue. That includes calling Santander in advance to notify it of his intent, taking identification with him and ensuring he had the relevant documents available to show the payment he was attempting to make was genuine. When the payment was held for further checks, Mr H was quick to speak with Santander and compliant when asked for information about the intended purchase. So I can understand why Mr H was upset and frustrated at being told his payment wasn't released despite speaking with several members of staff. I've taken this into account when deciding how to fairly resolve Mr H's case.*

*Mr H has explained he's frustrated at the level of interference from Santander when attempting to use his account. I can understand why Mr H feels Santander's actions are intrusive. But in this decision, the focus is on what happened when he tried to purchase the caravan. Banks are allowed to hold payments for further checks. And, here, Santander's provided evidence from its systems that confirms the payment for £12,000 Mr H attempted to make was highlighted as potentially fraudulent. Whilst I understand that even if everything had gone smoothly this would've caused Mr H some inconvenience, I'm satisfied that's offset by the obligation on Santander to ensure it has strong verification processes in place to make sure payments are genuine. I'm sorry to disappoint Mr H but I haven't found that the initial decision to hold the payment for further checks was unfair or a mistake.*

*With that said, I think it should've been possible for Mr H to approve it without an unreasonable level of inconvenience. I've listened to Mr H's calls with Santander and found he spoke with several people. Mr H was compliant, answered all questions fully, gave assurances he was aware of the risks and had the relevant documents. After the second payment attempt was referred for checks, Mr H asked to speak with a manager but was transferred to a complaints agent instead. During the call handover, I heard the initial agent explain she would pass the payment to the back office to review. But that wasn't communicated to Mr H. Instead, Mr H spoke with another agent who asked questions and attempted to give information that was very much in line with the other people Mr H had spoken with.*

*During that call, Mr H attempted to think of ways to complete the purchase. Mr H asked about obtaining cash in branch and was given an address to visit. The agent explained that*

*whilst the branch might not have the full cash balance available, staff should be able to approve the payment by contacting the fraud department on Mr H's behalf. The agent advised they would call Mr H if the payment was approved. But whilst the payment was approved, no call was made to Mr H as promised.*

*Santander's told us it sent a text message but Mr H has explained that wasn't received. I accept the text message was most likely sent, but Mr H had been specifically advised to expect a call. And given that Mr H had repeatedly told agents that he was a long way from home, in an unfamiliar area and attempting to complete a time sensitive purchase, I can see no reason why the agent didn't call as promised. Had they done so, I think Mr H could've potentially avoided an unnecessary visit to a Santander branch in an unfamiliar location.*

*Santander's also pointed out that when Mr H called in advance of the payment he should've been advised that there was no way to pre-authorise a potential payment. I can understand why Mr H called to attempt to ensure there would be no difficulties. And I agree he should've been given a more comprehensive explanation concerning how the payment approval process works.*

*Taking all the available information into account I haven't been persuaded that £150 is a fair settlement. In my view a payment of £300 more reasonably recognises the level of distress and inconvenience caused to Mr H and is a fairer way to resolve his complaint. So unless I see any new information that changes my mind, my provisional decision is that I intend to uphold Mr H's complaint and direct Santander to pay him £300 for the distress and inconvenience caused.*

I invited both parties to respond with any additional comments or information they wanted me to consider before I made my final decision. Santander confirmed it is willing to proceed in line with the settlement I noted in the provisional decision.

Mr H responded and gave some further background concerning how Santander's actions impacted him. Mr H advised further payments he's tried to make have been held by Santander. Mr H explained he'd decided to end his banking relationship with Santander and move accounts elsewhere. Mr H confirmed he was willing to accept the settlement to bring matters to a conclusion.

### **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.

As neither party has provided materially new information that changes the way I think Mr H's complaint should be resolved, I see no reason to change the conclusions I reached in my provisional decision. I still think Mr H's complaint should be upheld, for the same reasons.

### **My final decision**

My decision is that I uphold Mr H's complaint and direct Santander UK Plc to settle by paying him £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 January 2024.

Marco Manente  
**Ombudsman**