

## **The complaint**

Mr G and Miss H complain that Santander UK Plc have provided poor customer service and unnecessarily restricted their account on more than one occasion.

## **What happened**

Santander wrote to both Mr G and Miss H separately on 25 August 2022 on Santander business banking letterhead paper, asking them to contact Santander or their joint account would be restricted, which it later was. In order to lift the restriction Mr G says it took him numerous times over five hours to get through to Santander. He says he was told to visit the branch and he took a day off, but it were unable to help, and it told him to upload the documents online and Mr G did this.

Mr G and Miss H say Santander sent a further letter saying it had tried to contact them numerous times, but it hadn't and again it sent correspondence on business banking letterhead paper despite them holding a joint personal account. Miss H had to ring Santander for the portal link as they say Santander forgot to send it. Mr G and Miss H say that Santander restricted their account again without notice as it appeared it had not reviewed the information they sent it a month earlier, so the automatic block was applied. Mr G and Miss H made three complaints to Santander regarding these events.

Santander upheld all three complaints, paying Mr G and Miss H a total of £300 (£100 on 7 September 2022 for the first complaint, £150 on 9 November 2022 for the second complaint, and £50 on 21 November 2022 for the third complaint). It said it mistakenly set up the request for additional information as a company and not an individual, therefore the business letterhead paper was used in error. It apologised for the confusion of the letters and the time they spent trying to contact it to establish the validity of the letters sent to Mr G and Miss H. Santander said that while the blocks had now been removed from the account, the lack of communication and clarity from it had been unacceptable. It acknowledged and apologised for the poor service it provided Mr G and Miss H and the time they spent attempting to sort the issue out. Mr G and Miss H brought their complaints to our service.

Our investigator said she thought the £300 Santander paid Mr G and Miss H was fair as this recognised the impact of the events and is in line with the level of award our service would recommend in these circumstances. Mr G and Miss H asked for an ombudsman to review their complaints. Mr G told us how much he charges for work per hour.

## **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.

Santander have a legal and regulatory requirement to "*know your customer*". As such, it may ask for information from its customer(s) which could appear to be intrusive or ask for identification documents. But this does not mean that Santander have done anything wrong in asking for further information. And the terms of the account allow it to do this.

But here, Santander let Mr G and Miss H down a number of times over an approximate two month period. It didn't act on the information it was provided, which it had asked for and it caused Mr G and Miss H inconvenience. The request for additional information was set up incorrectly, causing business banking letterheaded paper to be sent to Mr G and Miss H. This caused distress and inconvenience as they had to try and find out the validity of the correspondence. Mr G and Miss H spent many hours on the phone to Santander. Mr G was directed to the branch to provide documentation, only for it to inform him that it couldn't help him. The branch staff should have done more here, such as take a copy of the identification, and/or make a call to the relevant department to see what needed to be done or upload the documents for Mr G.

Santander also did not act on the information it was provided from Mr G which meant the account was restricted regardless. This would have been distressing for Mr G and Miss H, who had already been inconvenienced by Santander's actions leading up to this happening, and they would have been under the impression that everything was in order prior to the restriction being placed on the account. Santander's errors impacted their Christmas shopping when their account was restricted again, and alternative arrangements needed to be made by Mr G and Miss H.

So I've considered what would be a fair outcome for this complaint. While I've considered what Mr G has said about how much he earns on an hourly basis, our service would treat all complainants fairly regardless of their hourly earnings. I'm not persuaded it was proportionate for Mr G to take a full day off work, even though Santander asked him to visit a branch, so I won't be asking Santander to pay any lost wages for this. Instead, I've looked at the impact of the situation as a whole. Santander have paid Mr G and Miss H a total of £300 for what happened. This is in line with our guidelines for compensation for what happened here. Had Santander not upheld the complaints, then £300 is the compensation I would have awarded Mr G and Miss H. I'm persuaded this reflects the impact of the distress and inconvenience of Santander's actions on Mr G and Miss H. As Santander have already paid £300 to Mr G and Miss H, it follows that I don't require it to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Miss H to accept or reject my decision before 31 August 2023.

Gregory Sloanes  
**Ombudsman**