

## **The complaint**

Miss A complains Santander UK Plc (“Santander”) restricted and closed her account and has withheld the funds in them. Miss A adds that this has caused her substantive distress and inconvenience.

## **What happened**

In March 2022, Santander restricted Miss A’s access to her account. It then asked her for information regarding the source of funds – in particular, certain payments she’d received and quickly dispersed.

Miss A provided information to Santander and explained that she had let someone she knew use her account for forwarding payments as they couldn’t set up a new payee on their online banking platform with their bank.

Following its review, Santander notified Miss A it had decided to close her account with immediate effect in June 2022. Miss A says the person who sent her the funds was chasing her for them causing her severe distress.

Unhappy, Miss A complained. Santander didn’t uphold Miss A’s complaint. In its responses, Santander said it needed to see more information in relation to the source of funds, and later that it wouldn’t change its decision and re-open the account.

Miss A referred her complaint to this service. One of our Investigator’s looked into Miss A’s complaint, and they recommended it isn’t upheld. In summary, they found:

- Miss A confirmed the funds didn’t belong to her, so she isn’t entitled to them. Santander hasn’t made an error in not returning the funds to Miss A
- Miss A says she paid the sender of those funds herself, but hasn’t provided any evidence of this
- Santander acted in line with its obligations and terms of account when blocking and later closing the account

Miss A didn’t agree with what our Investigator said. She said she’d send in further submissions to support her complaint. But Miss A hasn’t sent in further information or new arguments for consideration. As it’s been more than five months since she said she would, I will now decide this complaint.

## **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’ve decided not to uphold this complaint. I’ll explain why.

Banks in the UK, like Santander, are strictly regulated and must take certain actions in order

to meet their legal and regulatory obligations. They are also required to carry out ongoing monitoring of an existing business relationship. That sometimes means banks need to restrict, or in some cases go as far as closing, customers' accounts.

Having carefully considered Santander's reasons for reviewing and restricting Miss A's account, I'm satisfied it has acted so in line with its obligations.

Santander is entitled to close an account just as a customer may close an account with it. But if Santander closes an account, it must do so in a way, which complies with the terms and conditions of the account.

The terms and conditions of the account, which Santander and Miss A had to comply with, say that it could close the account by giving her at least two months' notice. And in certain circumstances it can close an account immediately or with less notice.

Santander have sent me information, and an explanation, as to why it closed Miss A's account in the way it did. It's possible Miss A may want a more detailed explanation, but Santander isn't obligated to do so. But having carefully considered the information presented to me, I'm persuaded Santander had concern enough to close the account in the way it did.

Santander has kept hold of the funds Miss A was passing through her account. She's been clear that they don't belong to her and so isn't entitled to them. Nor has she shown that she paid the remitter herself of from funds from her friends and family. So I'm satisfied Santander hasn't done anything wrong by not giving Miss A access to those funds.

Miss A says this matter has caused her significant distress and inconvenience. I do appreciate this matter would've caused her some difficulty. But having looked at what's happened in this particular case, I can see no basis on which I might make an award against Santander given that I don't think it failed to properly follow its own procedures and obligations.

I also note that Miss A had another external account, which she was using at the time. So I don't think losing the use of this account would've caused her much inconvenience. It follows that I'm not going to ask Santander to compensate Miss A for any trouble and upset this may have caused.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 2 February 2024.

Ketan Nagla  
**Ombudsman**