

## The complaint

Mr W complains that after closing his savings account with Santander UK Plc, getting access to his money was a lot slower and complicated than Santander had suggested.

## What happened

Mr W complained to Santander on 28 November 2022 that he'd had to receive the balance of his account by cheque, which was not specified in its Key Facts Document (KFD). He said it took three calls to Santander and an hour of his time for the account closure process.

Mr W said that in its letter of 13 December 2022, Santander agreed that *'the specific information pertaining to daily (withdrawal) limits on Faster Payments is not available in our KFD'*, and apologised that Mr W had been obliged to accept a cheque to cover the closing balance. Santander offered Mr W £50 compensation, which he considered to be inadequate.

Mr W called Santander on 23 December 2022 and said its agent felt that requiring him to make a 30-mile round trip to bank a cheque was worth at least £50 compensation. But nothing was offered for the delay and his calls. Mr W said the agent undertook to listen to his calls to Santander on 16 November, and to respond by email. Mr W called again on 3 and 4 January 2023 when he'd heard nothing and was told his complaint had been escalated.

Santander wrote to Mr W on 6 January 2023 and said it had acted in accordance with the terms of his savings account. It apologised for Mr W's time spent on the phone, but it was required to take security very seriously. It said its offer of £50 compensation is fair.

Mr W said he didn't receive this letter and spoke to Santander's agent but said as she hadn't read his complaint letter a further hour of his time was wasted for which he should receive a further £100 compensation. Santander failed to contact Mr W in response, and he emailed on 9 and 30 January 2023. Mr W wasn't satisfied with Santander's response to his complaint and referred it to our service.

Our investigator didn't recommend that the complaint be upheld. He didn't think Santander had treated Mr W unfairly as it acted in accordance with the terms and conditions of the account, even though this wasn't included within the KFD. The investigator said that we cannot consider complaints about complaint handling as this is not a regulated activity by the Financial Conduct Authority (FCA).

Mr W disagreed with the investigator and said we had ignored defects in Santander's complaint handling process. He said there's nothing on our website to say that we can't consider how a business has handled a 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.

Mr W complains about problems with access to his funds following the closure of his savings account and Santander's response to the problems it caused. In response to the

investigator's view Mr W said Santander's poor complaint handling is the main driver of his complaint to us. I've looked carefully at the issues to see if they are ones we can consider. And I've looked at the record of communications between the parties to see if Santander acted in accordance with the terms and conditions of the account and if it treated Mr W fairly.

I note that Mr W opened an account in October 2022 for a short period. He said delays in withdrawing his funds from 16 to 18 November cost him £1.50 in tax and some inconvenience. Mr W called Santander four times on 16 November 2022, but said its stated withdrawal process didn't work.

I can see Mr W's frustration on experiencing a two-day delay in the withdrawal of his funds. He didn't suffer any loss of interest but did spend time on the phone and in writing to Santander. Mr W expected Santander to make an electronic payment of the funds in the account, but this wouldn't necessarily have been completed the same day (16 November) as this isn't guaranteed, and payments can take up to two working days to arrive.

I have looked at Santander's terms and conditions and its KFD. The terms are clear about the daily limits on withdrawal of funds, and these are intended to provide a measure of security on potential misappropriation of funds. The terms state (Page 18, point 17) Santander's rights to send monies to the last address held. This indicates payment will be by cheque. These terms aren't set out within the KFD as this is a summary of the main points of the way in which the account will be handled.

Mr W was inconvenienced by having to make calls on 16 November 2022 to try and obtain the withdrawal of his funds. This was frustrating and a waste of his time. But I think the apology from Santander and payment of £50 compensation is a fair and reasonable reflection of the inconvenience caused. If he hasn't already received this sum, I recommend Mr W contact Santander for payment.

As well as the inconvenience to Mr W during the account closure, he said Santander subsequently made repeated commitments it didn't keep and treated him disrespectfully during his complaint. He said Santander have been given multiple opportunities to make amends since December 2022, but have chosen not to do so.

We don't generally consider complaints about a firm's complaint handling as this is outside of the remit set for us by the FCA. Our website provides a link to these rules which state that we may only consider complaints about activities regulated by the FCA and this doesn't include complaint handling.

We may make an exception for this when we consider that a firm's handling of a complaint is ancillary to the events being complained of. This would generally mean interwoven and inseparable from the regulated issue complained of, in this case access to account funds. Mr W's complaint about Santander's handling of his complaint concerns unkept commitments and being treated disrespectfully, which I consider to be separate to the difficulties he faced in his attempts to understand and navigate the withdrawal of his funds. His funds had been successfully withdrawn by the time of his complaint and for these reasons I don't think it is ancillary to his main complaint.

Notwithstanding this it is worth bearing in mind that Santander did send its final response to Mr W's complaint by letter of 6 January 2023, and so it did consider the issues post-December 2022. It is unfortunate Mr W didn't receive this letter, but it's shown in Santander's records. As we can see that it was sent we wouldn't hold Santander responsible for its non-receipt.

I realise Mr W will be disappointed by the outcome of his complaint, but I hope he understands the reasons I have reached it.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 22 November 2023.

Andrew Fraser  
**Ombudsman**