

## The complaint

Mr H complains that Santander UK PLC (Santander) closed his account and shared his personal data with a third party.

## What happened

On 31 March 2022, Santander issued a letter giving Mr H 60 days' notice of its intention to close Mr H's account. That followed a review it had carried out on a limited company account connected to Mr H, which Santander had also decided to exit. However, I will address the limited company matter separately.

Mr H complained and Santander upheld his complaint. In its final response letter dated 31 March 2022, it confirmed its decision to close Mr H's account, apologised for the poor service Mr H had received and for discussing Mr H's personal account with a third party (Mr H's fellow director of his limited company) and paid £250 in compensation.

Mr H brought his complaint to our service, but our investigator didn't uphold it. She was satisfied Santander was entitled to block and close the account, and said it wasn't obliged to disclose the reasons for its decision to Mr H.

Mr H didn't accept our investigator's findings, saying he felt Santander's actions were born out of a mistake that its staff were trying to cover up. He asked for an Ombudsman to review the matter afresh.

On 31 January 2024, I issued a provisional decision. In it, I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."*

### *Account closure*

*A bank is entitled to close an account with a customer, so long as it does so in a way that complies with the terms and conditions of the customer's account. The terms and conditions of Mr H's account – with which both Santander and Mr H had to comply – say that Santander could close the account by giving 2 months' notice.*

*Santander has explained the reasons it closed the account, and I'm satisfied that those reasons give rise to a right to close the account with 2 months' notice on the face of it. However, our investigator sought evidence in support of Santander's decision, which Santander didn't wish to provide because it said the information was related to its policies and was commercially sensitive.*

*This service has the power to request evidence of this nature under the dispute resolution rules (DISP) and I'm not persuaded the reasons given by Santander exclude it from complying with these rules. So, in this particular case, because of the lack of information, I can't be satisfied Santander treated H fairly in regard to the manner in which it closed H's account.*

## *Data breach*

*Our investigator asked Mr H to confirm what Santander said about Mr H's account to the third party, and what impact that had upon him. Mr H reiterated that his details had been discussed with a third-party without his consent, but he didn't explain what was said or set out the impact upon him.*

*Because Santander paid Mr H £250 in compensation before he came to our service, I need to decide if that compensation is sufficient to put right the errors it made. While I can't be completely satisfied Santander treated Mr H fairly without sight of the evidence our investigator sought, Santander is entitled to close an account with two months' notice, and it doesn't have to explain its reasons. So, the impact of the mistake I'm holding it liable for is minimal, and I haven't seen any evidence to persuade me that Santander made a mistake that it then tried to cover up.*

*If Mr H can provide evidence to support his suggestion, I will reconsider the position, but for now I don't accept Mr H's submissions on that point.*

*And while I accept Santander discussing Mr H's personal details with a third party constitutes a breach of its duties to Mr H, he hasn't explained what data was shared and he hasn't explained the impact upon him. So, I can't reasonably make a significant award if I'm not satisfied there was significant harm.*

*It's for the above reasons that I think Santander has done enough to put things right for Mr H by paying £250 in compensation, and why I'm not minded to increase its award.*

*However, both Mr H and Santander have one final opportunity to make clear submissions and provide evidence they wish me to consider. And I would encourage them both to do so, and to set out their arguments as clearly as possible, and supported by evidence where available."*

I asked both parties to make any further submissions or provide any further evidence they wished me to consider. However, neither Mr H nor Santander responded before the deadline.

## **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.

Because neither Santander, nor Mr H responded to my provisional findings, I see no reason to change them. So, it follows that I won't ask Santander to do anything further to put things right for Mr H.

## **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 March 2024.

Alex Brooke-Smith  
**Ombudsman**