

The complaint

Mr O complains that Hargreaves Lansdown Asset Management Limited trading as Hargreaves Lansdown ('HL') didn't close his account after he requested and continued to send him emails and secure messages.

What happened

In May 2023 Mr O withdrew the full balance on his share trading account with HL. Later the same month Mr O contacted HL by secure message to ask that it close his account. HL responded to tell Mr O that a linked savings account he held was still open. They provided instructions about how he could close this account. Mr O received further communications from HL and complained, but they didn't uphold the complaint. HL said they required specific instructions from Mr O before they could close his account and confirmed they hadn't sent any marketing literature to him since May 2023.

Mr O brought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. The Investigator thought that as Mr O hadn't provided the specific declarations HL required to close the account, they had acted reasonably – and there was nothing to suggest HL had continued to send him marketing literature. Mr O asked that an Ombudsman decides the complaint and the case is now with me to decide.

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.

I don't intend commenting on every piece of correspondence between Mr O and HL, but I can confirm I've considered all of the correspondence they have provided. Instead, my decision has focussed on whether or not it was reasonable for HL to leave Mr O's account open despite the communication. And whether HL continued to send Mr O marketing material. I consider this to be the crux of the complaint. In this regard, although I understand Mr O will be disappointed, I've decided HL acted reasonably. I will now explain why.

When Mr O first contacted HL I'm persuaded they removed him from their general mailing list. This is because I've seen no evidence of marketing emails being sent to Mr O after this time. HL told him that his savings account was still open and that he could close his account by replying via their secure message service. Importantly HL also told Mr O they required him to provide a declaration that he didn't require further online access to his account, and to acknowledge he would lose access to his historic account records.

Although HL did communicate with Mr O, I'm satisfied they were mostly about his savings account which remained open. These communications included details of rate changes and a notification of a transaction on the savings account. I also note that HL sent Mr O an Investment Report in August 2023, but I'm satisfied that this was reasonable as it included details of Mr O investments in his account over the year.

It's not disputed that Mr O contacted HL by webchat asking for his savings account to be

closed. He also told them by secure message in September 2023 that he'd withdrawn all of the cash in his savings account. However, I'm satisfied HL had already made it clear to Mr O that, in order to close the account, he needed to declare he was aware he would lose access to all of his historic online records. Mr O had access to secure messages on 22 September as he sent a message to HL using this channel. HL responded two days later via secure message to reaffirm what declarations they required and included an email link for Mr O to use if he preferred to communicate that way. HL did give Mr O an alternative option to provide the specific declarations they required but I can't see that Mr O provided them in any form.

Mr O says he has sent emails to HL since he received a final response to the complaint. In these emails Mr O says he's not aware of the declarations they refer to. I would refer Mr O to the messages HL sent to him on 27 June and 22 September. These provide details of the declarations required and links to the specific email address he could use.

Mr O says it's difficult for him to access his secure messages as he has problems with his phone. He's also explained he has difficulty in hearing telephone calls and that these two issues made it more challenging for him to provide the instructions and declarations HL wanted. Regardless of this, HL made it clear to Mr O in June that he could confirm his instruction and declarations by clicking on a link within their email. This was a reasonable adjustment for HL to make. HL says Mr O hasn't provided them with the declarations they need to fully close the account. Regardless of this, HL have ensured Mr O will no longer receive marketing material and that his account will remain active so that he can have access to historic documents.

I acknowledge that things haven't happened the way Mr O had hoped but I don't think the declarations HL asked Mr O to provide were unreasonable. However, I'm satisfied HL hasn't sent Mr O any general marketing emails since May 2023 and that they haven't acted unreasonably in leaving his account open.

My final decision

For the above reasons, I've decided not to uphold Mr O's complaint about the service he received from Hargreaves Lansdown Asset Management Limited trading as Hargreaves Lansdown.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 4 March 2025.

Paul Lawton
Ombudsman