

The complaint

Mr S complains Santander UK Plc (“Santander”) closed his account after asking for tax information and didn’t provide sufficient notice of its intention to do so.

To put things right, Mr S wants Santander to reopen the account and pay him compensation for the distress and inconvenience it caused him.

What happened

The details of this complaint are well known by both parties, so I won’t repeat them again here. Instead, I’ll focus on giving my reasons for my decision.

Mr S wanted further time to provide further arguments and evidence after our Investigator didn’t uphold his complaint. I’m satisfied more than reasonable time has now passed. So, 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 have decided to not uphold this complaint. I’ll explain why.

Santander is entitled to close an account just as a customer may close an account with it. But before 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 Mr S had to comply with, say that it could close the account by giving him at least two months’ notice. And in certain circumstances it can close an account immediately or with less notice.

Santander gave Mr S two months’ notice of its intention to close the account. Santander has also explained and provided supporting evidence as to why it decided to act in this way. Having carefully considered this, I’m satisfied Santander acted in line with its terms and conditions. I’d add too that Santander has acted fairly and reasonably in doing so.

I can understand why Mr S would like a more detailed explanation, but Santander is under no obligation to do so. I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from banks as confidential for a number of reasons – for example, if it contains security information, or commercially sensitive information. Some of the information Santander has provided is information I consider should be kept confidential.

Mr S says he didn’t get the closure notification letter. Santander has sent me a copy of this. So, I’m persuaded it was sent to the address Mr S provided Santander at that time. I note Santander sent a cheque for the closing balance shortly after the closure. Mr S says he didn’t receive this. Santander say it is happy to facilitate a payment to his nominated account in the UK. If Mr S still hasn’t received his funds, he should inform our Investigator of his nominated account details.

As I don't think Santander has done anything wrong, I see no basis in which to award an award of compensation for the distress and inconvenience Mr S says he has suffered.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 April 2025.

Ketan Nagla
Ombudsman