

## **The complaint**

Mr R complains Santander UK Plc (“Santander”) closed his accounts without providing a proper explanation. And by doing so, has failed to reasonably consider his circumstances.

Mr R is also unhappy about the service Santander provided. He wants Santander to change how it communicates with customers in support of postal correspondence.

## **What happened**

Mr R was a customer of Santander for several years. He had four accounts with Santander - a current account, cash ISA, savings account and credit card.

Mr R lives and works overseas. He has explained that he used his Santander accounts to receive his pension, and he doesn't have any other UK based account. So, the accounts were important to him.

In July 2024, Santander reviewed Mr R's accounts. Following its review Santander decided to close Mr R's accounts. Santander wrote to Mr R on 5 July 2024 to let him know it would close all his accounts except for his cash ISA with two months' notice. Santander told Mr R it would close his cash ISA in 90 days on 4 October 2024.

Mr R says because he lives overseas he received the letters Santander sent in July 2024 on 4 September 2024, which was the date his accounts were due to close. Mr R says because of this he didn't have time to organise moving his money to another account.

On receiving the letters Mr R says he rang Santander from overseas to find out why Santander no longer wanted him as a customer. Mr R asked Santander to explain why it was closing his accounts and why the bank had chosen to write to him instead of calling him to let him know his accounts were going to be closed.

Mr R says Santander wouldn't give him much information but told him that all his accounts would be closed in October 2024, so he thought he had more time to sort out moving his money. However, when he logged onto his online banking around 10 September 2024, he discovered that his accounts had been closed. So, he said Santander lied to him when he contacted them about how much time he had to move his money.

Mr R complained to Santander. He said he wants a proper explanation why his accounts were closed. And says that he was told during a phone call that all his accounts would close in October 2024 and not September 2024. He also said Santander wouldn't let him transfer his account balances.

In response, Santander apologised for any inconvenience closing his accounts had caused Mr R. But it said it had closed them in line with the account terms and conditions. Santander also said that it had made it clear to Mr R all his accounts except his cash ISA would close in September 2024. And it couldn't find any evidence to suggest he'd been told otherwise. So, it said it hadn't done anything wrong.

Mr R remained upset and brought his complaint to our service. He maintained Santander told him during a phone call that all his accounts would close in October 2024 and not September 2024. He said as a result of not having more time he lost out on interest he would have earned on his account balances and didn't have enough time to sort out his finances.

One of our investigators looked at the complaint. They said that Santander was entitled to close Mr R's accounts under the terms and conditions. And didn't have to provide him with an explanation about why it no longer wanted him as a customer.

Mr R disagreed. He wants to know why Santander closed his accounts. Mr R also said Santander shouldn't have relied on the postal system and could have used other channels to let him know it had decided to close his accounts. And said Santander gave him wrong information about when his accounts were going to be closed.

Prior to issuing my decision I asked the investigator to obtain more information from Mr R and Santander – specifically details of the conversations Mr R had with Santander on the phone. Santander provided the available recordings of the calls it had with Mr R – one on 4 September 2024. Mr R provided the dates he remembers calling Santander. Despite this Santander haven't been able to find any other calls.

As no agreement could be reached the matter has come to 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 think it's important to firstly explain I've read and considered all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr R's complaint in less detail than he has done. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

So, I've gone ahead and considered things using my fair and reasonable remit. I'm required to take into account the law, rules and regulations, codes of practice – but ultimately I decide matters based on what I think is fair and reasonable. I would also point out that where the information I've got is incomplete, unclear, or contradictory, as it is here, I've based my decision on the balance of probabilities.

Mr R is unhappy that Santander decided to close his accounts. He said he wants his accounts reopened with Santander. And that the accounts are very important to him especially as he lives overseas and has a UK pension which is paid into his Santander account. I appreciate the accounts being closed inconvenienced and upset Mr R and I'm somewhat sympathetic to the position he finds himself in. But Santander isn't obliged to continue its relationship with Mr R simply because he wants to bank with them.

As the investigator has already explained, banks are entitled to end their business relationship with a customer, as long as this is done fairly, doesn't breach law or regulations and is in keeping with the terms and conditions of the account. That's because it has the

commercial freedom to decide who it wants as a customer. And unless there's a good reason to do so, this service won't usually say that a bank must keep a customer. But they shouldn't decline to continue to provide banking services without proper reason, for instance of unfair bias or unlawful discrimination. And they must treat new and existing customers fairly.

Santander have relied on the terms and conditions when closing Mr R's accounts. These state that the bank can close an account by giving a customer at least two months' notice. And it doesn't have to provide a reason for doing so. Santander has said it sent Mr R letters about closing his accounts to the address it has on file for him – his UK based address.

It's not clear to me why Mr R didn't change his address to his overseas address – so I think it's likely this contributed to the time taken for Mr R to receive the letters. I can't hold Santander responsible for this. It was up to Mr R to keep his contact details up to date. So, I'm satisfied that Santander has complied with the terms and conditions of the account by providing Mr R with notice of its intention to close his accounts.

I've then gone on to consider whether Santander's reasons for closing the accounts was fair. In doing so, I appreciate that Santander is entitled to set their own policies and part of that will form their risk criteria. It is not in my remit to say what policies or risk appetite Santander should have in place. I can however, while considering the circumstances of individual complaints, decide whether I think customers have been treated fairly.

After considering all the available evidence and circumstances, I haven't seen any evidence that would lead me to conclude Santander closed Mr R's accounts for an improper reason. There's nothing that I've seen, that suggests it amounted to anything other than a legitimate exercise of its commercial discretion. That in turn means it can choose who it has a customer relationship with. This is a decision that I can't interfere with as it is a commercial business decision. So, it was entitled to close the accounts as it's already done. And I won't be directing Santander to reopen Mr R's accounts.

I understand Mr R wants Santander to explain the reason it closed his accounts. It can't be pleasant being told you are no longer wanted as a customer. But Santander doesn't disclose to its customers what triggers a review of their accounts to its customers. It's under no obligation to tell Mr R the reasons behind the account review, as much as he'd like to know. It's also under no obligation to provide Mr R with the reasons it no longer wants him as a customer. So, I can't say it's done anything wrong by not giving Mr R this information. And it wouldn't be appropriate for me to require it do so now.

Mr R says Santander should have used alternative means to communicate with him given he lives and work overseas. He's pointed out that Santander had his email and contact phone number. So, he thinks Santander should have made more of an effort to let him know it no longer wanted him as a customer. Especially given he has had an account with Santander for so long.

I acknowledge Mr R's comments around how he believes Santander should communicate with its customers – particularly in the use of digital communications. It's important to explain that it's not the role of this service to supervise, regulate or impose fines on any business. It's also not our role to ask a business to alter its procedures or enforce changes to policies. That's the role of the regulator, The Financial Conduct Authority. My remit here is to decide whether I think Santander acted fairly and reasonably when applying those policies and procedures in the individual circumstances of Mr R's complaint. However, I note that Santander has acknowledged Mr R's suggestions and said that it will review how it communicates in the future. I hope this gives Mr R some level of comfort that Santander have taken his comments on board.

I can also understand why being such long-standing customer is an important factor that Mr R feels Santander should have taken into account. But this doesn't change my mind given I think Santander applied its terms fairly.

The crux of Mr R's complaint is that he says Santander told him in a phone call that it would align the closure of all his accounts with the closure of his cash ISA which was due to close on 4 October 2024.

I've listened to the call recording of the conversation Mr R had with Santander on 4 September 2024. It's clear during the call Mr R was very upset and shocked to be told Santander no longer wanted him as a customer. It's also made clear in the call that he got the letters Santander sent to him about closing his accounts. The advisor explained that they couldn't provide him with an explanation and told Mr R that all his accounts except his cash ISA were due to be closed within 60 days of the date of the letters. At no point during the conversation did the advisor tell Mr R that Santander were happy to extend the notice to close period to the same date as the cash ISA closure.

I have considered what Mr R has said he was told by Santander – that he had 90 days across all his accounts. And the impact he says his accounts being closed sooner had on him. In support of his submissions Mr R has pointed out that he carried on moving money out of his accounts after the dates they were due to be closed, which was 4 September 2024 – he says this shows Santander did tell him he had more time. However, I haven't seen any evidence that this was the case.

I've looked at Mr R's account statements and I can see that Mr R transferred his current account balance out on 9 September 2024 and moved his cash ISA balance out on 20 September 2024. The accounts were then closed. So, I accept the fact Mr R could move money post the closure, but I have no evidence to support this was done based on a conversation Mr R had with Santander.

In summary, I recognise how strongly Mr R feels about what's happened. I don't doubt it has been a frustrating and worrying time. So, I realise Mr R will be disappointed by my decision. But overall, based on the evidence I've seen, I can't say Santander have acted unreasonably and treated Mr R unfairly when it closed his accounts.

### **My final decision**

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 November 2025.

Sharon Kerrison  
**Ombudsman**