

## **The complaint**

Mr N complains that Santander UK Plc closed his accounts with it. He believes the bank has unfairly discriminated against him.

## **What happened**

On 3 August 2024 Mr N went to his branch of Santander to withdraw £4,500 in cash. He says he needed the money to pay a builder and had checked beforehand what identification he would need.

At the branch, the cashier asked Mr N what he needed the money for. Mr N refused to say; he thought that asking the question was a breach of his privacy. He began to film the branch and some of its staff members. He was asked to leave.

Mr N later called the bank to complain about his treatment. On 7 August 2024 Santander gave Mr N notice that it would be closing his accounts (a current and a savings account) after 30 days. The funds in Mr N's current account were paid out by a faster payment on 28 August, and his savings account was closed with a cheque payment on 16 September.

Mr N complained about his treatment and referred the matter to this service.

One of our investigators considered what had happened. She thought that Santander had acted reasonably in asking Mr N about the cash withdrawal and in closing Mr N's accounts. She noted that Santander had accepted that its telephone contact with Mr N could have been better and that it had offered £50 in recognition of that – which she thought was reasonable in the circumstances.

Mr N did not accept the investigator's assessment and asked that an ombudsman review the case.

## **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'll deal first of all with Mr N's complaint that the bank should not have questioned him about the reasons for the cash withdrawal. Banks have certain obligations to try to protect their customers from frauds and scams. Many customers have been tricked or coerced into withdrawing large sums of cash and handing it over to, for example, unscrupulous tradespeople. In some cases, those customers have said that their bank should have done more to warn them of that possibility.

This service has for many years taken the view that it is good industry practice for a bank to ensure, as far as is reasonable, that a customer who is making a large cash withdrawal is not doing so under pressure or because they have been targeted by fraudsters. In the circumstances, it was reasonable of Santander to check with Mr N why he needed the cash

and why he was not using a more secure method of payment. It is what I would expect it to do.

I note as well that the account terms allowed the bank to stop a payment for a number of reasons, including if that payment might be linked to a scam. By asking Mr N about the reasons for the payment, bank staff were checking whether that might be a risk. There was no suggestion that Mr N might be involved in any fraudulent activity.

It is not in dispute that matters escalated when Mr N began filming in the branch. He says he was not asked to stop; instead, he was asked to leave. I don't believe that was unreasonable of the branch staff. Bank staff (and customers) would no doubt have felt uncomfortable at Mr N's actions and threats to post footage on social media. Mr N says that he was not made aware that filming was not allowed. I believe however that, even based on his own version of events, Mr N's actions were probably intended to intimidate those around him. In my view, bank staff were justified in asking him to leave the branch, whether or not he knew about any restrictions on filming.

Save in exceptional circumstances, banks do not have to provide, or continue to provide, customers with banking services. They can exercise their commercial discretion in deciding who their customers are. And, as long as that discretion is exercised legitimately, this service won't generally interfere with it.

I believe that Santander exercised its discretion in a legitimate manner in this case. As I have indicated, I think that Mr N's actions, even if not designed to intimidate staff, were likely to have that effect. And Santander, like any other employer, has obligations to look after the wellbeing of its staff.

Where a bank decides to close an account, it should give reasonable notice of its intention to do so. What is reasonable depends on the circumstances, and Santander's account terms say that it will give 60 days' notice, but that it can close an account immediately where a customer shows aggressive or abusive behaviour. In this case, the bank gave 30 days' notice, which I'm satisfied was reasonable in the circumstances. In saying that, I note that Mr N appears to have been able to make alternative banking arrangements within that time.

For completeness, I should say that I have not seen the footage which Mr N recorded in the branch. When the investigator asked him to provide it, he said that, because of the stress of the situation, he had not in fact recorded anything. The investigator was however able to view the recording on social media and commented on it in her assessment. Since then, however, it appears that the account on which it was uploaded has been closed.

Mr N did provide a video which another customer posted on social media. Like Mr N, that customer had been asked to provide information about a cash withdrawal he was seeking to make and, like Mr N, he was unwilling to provide it. Mr N says that that customer did not have his account closed. He cannot, of course, know whether or not that was the case. But that video does show that Santander routinely asks customers about the reasons for large cash withdrawals, and that it does not allow customers to film its staff in branches. That is, Mr N was not singled out or treated any differently from other customers in a similar position.

**My final decision**

For these reasons, my final decision is that I do not uphold Mr N's complaint. I simply leave it to Mr N to decide whether, on reflection, he wants to accept the offer of £50, if it is still available.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 24 July 2025.

Mike Ingram

**Ombudsman**