

## **The complaint**

Mr Y is unhappy with Santander UK Plc's decision to close his account and not allow him to withdraw the remaining funds. He says by doing so Santander has failed to consider his circumstances.

## **What happened**

Mr Y opened a basic bank account with Santander in August 2024.

In May 2025, Santander decided to review how Mr Y was operating his account. Following its review Santander decided to close Mr Y's account immediately. At the time, the balance of Mr Y's account was just under £500.

Santander told Mr Y that he'd be able to withdraw his money by attending a branch with identification. Mr Y says he is unable to attend a branch due to him suffering from paralysis following an accident. So, he hasn't collected his funds.

Mr Y was unhappy about Santander's actions and complained. In response, Santander said it had reviewed and closed Mr Y's account in line with the terms and conditions. And that it had explained to Mr Y what he needed to do in order to gain access to his funds.

Mr Y was unhappy about the actions taken by Santander, so he referred a complaint to this service. It was looked at by one of our investigators who said Santander hadn't done anything wrong. Mr Y disagreed. And pointed out that he has a serious disability so can't travel to a branch to get his money.

The investigator asked Mr Y to provide evidence of his condition and how it impacts him. In response, Mr Y sent the investigator hospital letters and details of his disability benefit payments. The investigator reviewed everything but maintained that Santander hadn't done anything wrong.

Mr Y remained unhappy and asked for an ombudsman to review his complaint, so 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 would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information, or commercially sensitive information. It's then for me to decide whether it's fair to rely on evidence that only one party has seen. It's not a one-sided rule; either party to a complaint can submit evidence in confidence if they wish to, and we'll then decide if it's fair to rely on it. Here, the information

is sensitive and on balance I don't believe it should be disclosed. But it's also clearly material to the issue of whether Santander has treated Mr Y fairly. So, I'm persuaded I should take it into account when deciding the outcome of the complaint.

Firstly, I'm very aware that I've summarised this complaint in far less detail than the parties and I've done so mainly using my own words. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do stress however, that I have considered everything Mr Y and Santander have said before reaching my decision.

It's important to note that my decision focusses on Santander's actions in regard to Mr Y's account. It's not my role to determine the legal validity and basis of any rules and regulations – but I will of course take into account any that are relevant here. So, that means my decision will consider whether I think Santander has acted in line with any obligations placed upon it, and that it acted fairly and reasonably in the circumstances of this complaint.

Santander has extensive legal and regulatory responsibilities they must meet when providing account services to its customers. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime. That sometimes means Santander need to review, or in some cases go as far as blocking and closing customers' accounts, which is what happened here.

Mr Y had a basic bank account. These types of current account are intended for people who don't have and don't qualify for standard current accounts. In order to be eligible for a payment account with basic features an individual shouldn't hold a payment account with any United Kingdom credit institution that has at least the features of a basic bank account.

When closing a basic account, along with the terms and conditions of the account, Santander also had to consider the provisions of the Payment Accounts Regulations Act 2015 (PAR's 2015). Amongst other things they set out when an account provider can close a basic bank account. These outline that Santander can close a customer's account with two months' notice, and in certain circumstances they can close an account immediately. In this case, Santander closed Mr Y's account immediately.

For Santander to act fairly here they needed to meet the criteria to apply their terms for immediate closure – and having looked at these terms and all the evidence, including the information that Santander has shared with our service in confidence, I'm satisfied that Santander did. So, it was entitled to close the account as it's already done and end its relationship with Mr Y. I'm also satisfied this conduct meets the definition of the criteria set out under the PAR's 2015, which allow for immediate closure. And that Santander closed Mr Y's account in line with the terms and conditions.

All this means I won't be asking Santander to reopen Mr Y's account. That's because I've seen nothing to suggest Santander's decision around closing Mr Y's account was unfair. So, it wouldn't be appropriate for me to ask Santander to pay Mr Y compensation since I don't find Santander did anything wrong when it closed his account.

I understand of course why Mr Y wants to know the exact reasons behind Santander's decision to close his account. 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. And it's under no obligation to tell Mr Y the reasons why it closed his account, as much as he'd like to know. So, I can't say it's done anything wrong by not giving Mr Y this information. And it wouldn't be appropriate for me to require it to do so now.

The crux of Mr Y's complaint is that he wants the funds in his account, which is around £500 returned to him. It seems Santander is willing to release the money to Mr Y. But in order to do so Mr Y has to complete Santander's verification process, which I don't find unreasonable.

I can see that Santander has clearly explained this to Mr Y on more than one occasion. And told him that this process is its standard procedure. So, I'm satisfied that Mr Y understands what he needs to do in order to satisfy Santander's request. I'm also satisfied that Santander has these processes in place in order to comply with its legal and regulatory obligations when providing accounts to customers. So, I can't say Santander have done anything wrong by asking Mr Y to provide the documents and verify his identification at a branch in order to complete this process.

I appreciate that Mr Y has supplied our service with several documents about his health and that the investigator has sent these onto Santander. Santander has confirmed that the documents provided by Mr Y to date aren't acceptable. Having looked at the documents I don't think that's unreasonable. This means I won't be directing Santander to release the money held in the account back to Mr Y.

Overall, I think Santander had good reason for withholding Mr Y's account balance as it wasn't able to verify the documents Mr Y provided to them. So, it's up to Mr Y to now provide the information necessary in order to be sent the funds.

I know Mr Y wants to know exactly what the problem was with the documents he's provided Santander. But as I've already said our rules allow us to receive evidence in confidence. This means I haven't been able to share a lot of detail with Mr Y, but I'd like to reassure him that I have considered everything.

In summary, I recognise how strongly Mr Y feels about what's happened. I don't doubt it has been a frustrating and worrying time. So, I realise Mr Y 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 Y unfairly in taking the actions it did. So, I won't be asking Santander to do anything more to resolve Mr Y's complaint.

### **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 Y to accept or reject my decision before 4 December 2025.

Sharon Kerrison  
**Ombudsman**