

The complaint

Miss C complains that following raising a number of disputes about payments Santander UK Plc (“Santander”) unfairly took the decision to close her accounts with it and failed to take into consideration her disabilities which was the reason she raised her payment disputes all at once.

What happened

Miss C held a current account and a savings account with Santander. Following review of Miss C’s account activity Santander took the decision to close Miss C’s accounts with it and provided 30 days’ notice to Miss C on 3 April 2025 that it was closing her accounts with it and that it had blocked her account and it would remain that way until closure.

On 11 April Miss C raised a complaint over the phone to Santander about this and the impact this had on her pre-existing health conditions. Miss C believed that Santander had unfairly taken the decision to close her accounts with it due to her raising all of her payment disputes at once which she says she had to do due to her health conditions and vulnerabilities.

Santander didn’t uphold Miss C’s complaint, as it said it had closed her accounts in-line with the terms and conditions of the account and so had done nothing wrong.

Miss C was unhappy with this and so brought her complaint to this service. Miss C believes closing her accounts was in retaliation to her raising a number of disputed payments and that Santander had unfairly closed her accounts without taking into consideration her vulnerabilities.

Miss C wants Santander to reopen her accounts and provide an apology.

One of our investigators looked into Miss C’s concerns but didn’t agree Santander had discriminated against Miss C or treated her unfairly as Santander had given 30 days’ notice – in-line with good industry practice – before it closed her accounts. Furthermore, as they didn’t think Miss C had yet raised a complaint about Santander’s investigation into her disputed payments that we couldn’t investigate this element of Miss C’s complaint.

Miss C disagreed, she says closing her accounts after raising valid disputes indicates retaliatory or unfair treatment. Miss C believes the handling of her payment disputes, lack of follow-up and impact this has had in the context of her account closure were sufficiently raised and intrinsically linked to the complaint Santander investigated. Miss C has asked for an ombudsman’s decision on the matter.

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 hope that Miss C won't take it as a discourtesy that I've condensed her complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that.

And after considering everything, although I accept Miss C's dissatisfaction regarding Santander's investigation into her payment disputes and may have discussed this with Santander, I'm not persuaded this is the main complaint point that she raised with Santander or the one that Santander has responded to, but rather, Miss C was unhappy as she believed the timing of the payment disputes she raised had some bearing on Santander's decision to close her accounts with it. And so the crux of this complaint and remit of this decision remains whether Santander unfairly closed Miss C's accounts with it.

It might help if I explain here, my role is to look at the problems Miss C has experienced and see if Santander has done anything wrong. And while I do take relevant law and regulation into account when arriving at a decision, my remit is focused on whether I feel a fair and reasonable outcome has occurred. Only a court could make a finding as to whether a business breached its duty under the Equalities Act or acted unlawfully as Miss C has submitted here.

As our investigator has already explained, as a general rule Santander isn't obliged to continue offering an account to a customer if it doesn't want to – providing banking services and facilities and to who is a commercial decision and not something for me to get involved with.

That being said, it wouldn't be fair for Santander to suspend or close Miss C's accounts outside the terms and conditions of the account.

Section 19 of the terms and conditions of the account say that a customer is able to close their account or end an agreement by just telling Santander at any time and that Santander can end the agreement immediately without telling the customer in advance for a number of specified reasons, but is also able to close an account for any other reason with two months' or 30 days' notice depending on the account type.

In this instance Santander provided Miss C with 30 days' notice of her accounts closure and the account was closed following this.

Miss C believes Santander closed her account unfairly due to the payment disputes she raised. But Santander aren't obliged to keep offering services to customers or provide a reason for the commercial decisions it takes, just as Miss C wouldn't be expected to say why she chose a particular bank to transact with.

And in any case from the information I've seen, I'm satisfied that Santander's decision to close Miss C's account wasn't unreasonable and fits into the reasons outlined in the terms and conditions where Santander can end an agreement immediately. And so given Santander still provided Miss C with 30 days' notice of closure when it didn't have to, I don't think Santander have made an error or treated Miss C unfairly here.

I appreciate that this has caused some inconvenience and distress to Miss C which in turn may have impacted the health conditions she suffers from, but this doesn't mean it automatically follows that Santander has discriminated against her or failed to take this into consideration or did something wrong when closing her account. This is a commercial decision Santander is entitled to take and as it acted in-line with the terms and conditions of the account and my understanding is that Miss C's had access to banking facilities elsewhere and Santander's records indicated it considered vulnerability, I don't think Santander has treated Miss C unfairly here either.

So as I don't think Santander has done anything wrong or treated Miss C unfairly it follows that I do not uphold Miss C's complaint.

Santander has confirmed that at the time of the account closure and following Miss C transferring the bulk of her funds out of her account £137.92 still remained and so was moved to an internal account and that Miss C is able to contact it to have these funds transferred or visit a branch if she hasn't done so already.

My final decision

For the reasons I've explained I've decided not to uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 17 February 2026.

Caroline Davies
Ombudsman