

The complaint

Mr C complains about Santander UK Plc's service and actions whilst he was abroad including the closure of his accounts.

What happened

Mr C had several bank accounts with Santander. He was working in another country (Country A) in 2023 and, due to their due diligence checks, Santander sent him a request for information.

Mr C says that despite him sending Santander the information they required, they blocked his account. And they blocked his account on other occasions including when he wouldn't send translated documents due to his house deeds containing personal information.

Mr C closed his bank accounts with Santander, except for his savings account. Mr C says he was informed that he couldn't close his savings account until it matured in 2024.

However, Santander had already sent a letter, which he didn't receive, saying that he was required to close all of his accounts and that the savings account would close after the notice period, which was earlier than the 2024 maturity date he'd been advised.

Mr C was upset at the way he'd been treated and was shocked to later receive a standard email which included the following words:

'You're one of our customers who have been with us the longest. On behalf of everyone at Santander I wanted to let you know that we appreciate your loyalty, thank you for banking with us over the years'.

Mr C complained to Santander about the following service issues:

- The blocking and closing of his account despite him providing information
- The inconvenience and cost of making calls from Country A to unblock his account
- The above-mentioned email he received

Santander didn't uphold his complaint. They explained that UK Regulations necessitated their request for information and the blocking and closure request actions were because his responses were incomplete. Also, that where foreign documents are provided, they require these to be accompanied by a translation, and if this is not provided, they consider this to be an incomplete response.

Mr C brought his complaint to our service, but our investigator didn't uphold his complaint.

As Mr C remains dissatisfied, this case has now been referred to me to look at.

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'm not upholding this complaint.

I first considered if it was fair and reasonable for Santander to take action to block and then require Mr C to close his accounts.

As Mr C was working in Country A, I think Santander had good reason to request information from Mr C and, as some information was in Country A's language, request for it to be translated by Mr C. I say this because the terms and conditions that Mr C agreed to say:

- 'You must also give us any other information we reasonably ask for...to comply with a law or regulation which applies to us'.
- 'We will only communicate with you in English'.

From the information on file, I can't see that Mr C met Santander's requirement here. Although it's Mr C's prerogative not to provide certain information, it's clear that Santander have a responsibility to adhere to regulations and request such information to complete their due diligence checks. So, as Mr C was in Country A and Santander couldn't complete their due diligence checks and be satisfied that they were being compliant, I don't think they acted unreasonably or unfairly by placing blocks on Mr C's account and subsequently requiring him to close his accounts.

Also, Santander's terms and conditions allow them to take such action and they adhered to the following:

- "If we want to close your account ... we'll always give you notice before we do this. We'll give you 2 months' notice if your account is a payment account. If your account is a non-payment account we'll give you 30 days' notice".

I recognise Mr C's frustration with Santander's closure action especially as he didn't receive Santander's closure letter and was advised the earliest it could be closed was upon maturity. However, from reviewing Santander's records I think it more likely than not that the closure letters were sent to him. And I'm not persuaded Santander made any errors either in their requests, actions or advice. So, I can understand why Santander haven't offered to cover Mr C's expensive calls.

Regarding Santander's email, as Mr C didn't get Santander's account closure letter and feels Santander's actions haven't been fair, I can understand his frustration and annoyance at receiving correspondence from Santander about his loyalty. I do think there are circumstances, such as Mr C's, where this type of letter won't be appreciated. However, I'm satisfied it was a standard automated letter sent to all customers who close accounts and there was no intention to cause Mr C any upset.

So, having considered the above and all the information on file, whilst I recognise Mr C's frustration and upset, I'm not upholding this complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 March 2024.

Paul Douglas
Ombudsman