

The complaint

Mr R complains Santander UK Plc (“Santander”) didn’t close his accounts with them on the dates they’d given.

What happened

Mr R said after giving him notice that it was closing his accounts Santander didn’t close them when it had promised to. He said Santander continued to apply charges to the accounts and it is now chasing him for fees on accounts that closed ages ago and that he’s been unable to access for the same amount of time. He thought the charges had been unfairly applied. Mr R asked us to look into this for him.

Our investigator issued two views. In both she didn’t think any additional fees or charges had been incurred on Mr R’s account so didn’t uphold that part of the complaint. But she did find Santander hadn’t closed some of the accounts when they said they would. She thought this resulted in a loss of expectation when the accounts didn’t close as Santander said they would and had caused Mr R to worry about the funds in these accounts. She thought as this had happened on multiple accounts the delays had been repeated and Santander should pay Mr R £200 compensation for the distress and inconvenience caused by not closing the accounts on the dates they said they would.

Santander accepted the view and requested account details for Mr R to make the payment. Mr R remained of the view he’d been charged after the account closure on his current account and savings account. And he also felt harassed by letters. Mr R asked for an ombudsman to make a decision.

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.

Mr R has raised several points in his submissions to this service, both before and after the investigator issued his view. I’ve understood and looked into all of those but I’ve only commented on what I think’s vital in my decision. No discourtesy is intended by this. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there’s something I haven’t mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point to be able to reach what, I think, is a fair outcome.

The decision to close these accounts has been dealt with separately. What I’ve been asked to decide upon here is whether these accounts - four savings and two current accounts - weren’t closed at the point Santander told Mr R they would be. And that charges continued to apply to the accounts and these were unfair. Having considered all the information before me on these points I’ve come to the view I’m partially upholding the complaint. I’ll explain.

Our investigator has accurately summarised Mr R’s account holdings along with the dates they were *actually closed* compared to the dates they *should have been closed* in line with

the notice Santander gave Mr R. So, I shan't repeat that detail here. But on the information before me I'm satisfied a number of these accounts closed later than Santander said they would – so I'm upholding that part of the complaint. But, in respect of the complaint about charges continuing to apply and letters being sent, the information I've seen and listened to satisfies me:

- Account ending 1438 was closed immediately, so no further charges could have been added;
- Mr R's Everyday Saver accounts ending 2053, 6960, 6855 and 8196 don't provide for fees and charges, so the late closure of these hasn't resulted in any charges to Mr R. It remains possible the balances have accrued *more* interest due to the delay in closure;
- Santander's records for the two select current accounts ending 1771 and 9425 are correctly summarized in the investigators view.
- The terms for the current accounts state if fees and charges apply they would continue to do so until closure. I can see some charges for December, January and February 2023 of £4 per month accrued on account ending 9452 resulting in a £12 balance. That was before closure, so in line with the terms. So, I can't say that they haven't been applied fairly or that Santander have done anything wrong here. And it seems, in an event, Santander adjusted the account and removed the charges before closure on 10 August 2024 on and in response to Mr R's complaint call on 8 March 2023;
- In respect of account ending 1771 I've seen no evidence of charges being added to the account in the period between Mr R being given notice and when it finally closed;
- There's no evidence of multiple letters being sent to Mr R about the accounts and charges. The only letter he sent to our investigator on this point after her view related to a separate credit card account.

So, I'm not going to uphold the part of the complaint that relates to charges and letters on these accounts.

I understand Mr R's frustration with the situation and like our investigator I think there's been a loss of expectation and worry caused by the failing to close accounts when Santander said it would. I think he was entitled to think the information Santander gave as a closure date was correct. And the accounts would close on the dates stipulated by Santander. When this didn't happen it caused confusion and inconvenience but I can't see there's been any financial cost or loss to Mr R. But I think he should be compensated for the inconvenience here.

Putting things right

I think the compensation of £200 suggested by our investigator reasonably reflects the distress and inconvenience here for the delay in closing the accounts. It's in line with the sort of award I'd have made had it not already been suggested. Santander have agreed to pay this.

My final decision

My final decision is that I uphold this complaint in part. In respect of the delay between closing these accounts when it said it would and when it actually did Santander UK Plc

should pay Mr R £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 January 2025.

Annabel O'Sullivan
Ombudsman