

The complaint

Mr H, a Director of T, has complained that Santander UK Plc closed T's bank account due to him not providing information which he felt was unreasonable. He says he has been treated in a discriminatory way due to his race.

What happened

The details of the complaint are well known to all parties, so I will not repeat them again here. Instead, I will focus on giving the reasons for my 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.

Having done so I agree with the investigator's findings for broadly the same reasons. I will explain why. But before I do, I would like to highlight that this decision relates solely to the account in T's name.

- It's important to highlight that this service is unable to make a finding on whether something constitutes discrimination as per the Equality Act 2010. Only a court of law can make a legal finding based on the definitions set out within the act. However, I can consider whether Santander has acted in a fair and reasonable manner. To do that, I will take several things, including the Equality Act 2010 into consideration.
- Having reviewed Santander's Terms and Conditions, which Mr H, on behalf of T would have agreed to, prior to opening the account, I am satisfied it allows for Santander to request information from its customers. One of the reasons for this is to comply with regulatory requirements.

- The terms and conditions also allow for immediate account closure, they say:

'In some situations we may close your account or end this agreement immediately without telling you first. We'll only do this if we reasonably believe that:

You haven't acted in the way you agreed in these terms. Either more than once or in a serious way. For example, this would include if you don't provide us with information, we've reasonably asked for on more than one occasion.'

- Santander has said, that as part of its 'know your customer' policy (to satisfy regulatory requirements) it needed up to date information from Mr H.
- I can see from the evidence submitted Mr H was asked to provide further information. Mr H provided most of the information which Santander asked for. But Mr H refused to provide statements of an account he holds with a third-party bank as he felt this was unreasonable. However, in its final response letter dated 20 March 2023, Santander made it clear it still required the statements due to a regulatory requirement (in line with its terms and conditions) and if it didn't receive the statements, it would place restrictions on the accounts.

- In line with the terms and conditions, as Santander has asked for this information on more than one occasion and the information hadn't been provided, it is entitled to close the account immediately.
- While I appreciate how strongly Mr H feels that the information Santander requested was unreasonable, I can't say it wasn't acting in line with the terms and conditions of the account. The terms and conditions clearly outline it can ask for further information for many different reasons. As such I can't say it acted unreasonably in doing so and it provided reasons as to why it needed the statements (to comply with regulations).
- From the system notes provided, I can see that on 31 March 2023 Santander wrote to Mr H to let him know it had made the decision to close the account. It said it would give him two months' notice. As mentioned above, Santander didn't need to give two months' notice as the terms allow it to close an account immediately in these circumstances.
- Santander has provided evidence to show the account was closed on 2 June 2023. Therefore, Santander ensured it provided the two months' notice it said it would.
- So, while I appreciate Mr H's strength of feeling, and the fact he feels it was unnecessary to ask for this information, I am satisfied Santander is entitled to do so. I can't fairly conclude that Santander treated him unfairly or unreasonably. It acted in line with the terms and conditions of the account, as such, I am satisfied it treated Mr H the same as any other customer in the same circumstances.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask T to accept or reject my decision before 16 December 2023.

Jade Rowe
Ombudsman