

The complaint

Mrs M complains that Santander UK Plc unfairly refuses to use her second name on correspondence.

What happened

Mrs M is a customer of Santander and holds a bank account and credit card account. Mrs M has two names but is known by the second rather than the first name. Mrs M wants Santander to refer to her by her second name. Mrs M says it is upsetting because her first name is the same as her mother's name, who is deceased.

Santander told Mrs M that as it no longer shows middle names on credit card statements, it now addresses her using her first name. Santander said that the format used needs to match the identification it had verified in the past. Santander suggested that Mrs M could legally change her name. Santander paid Mrs M £65 to apologise for any service issues she encountered when trying to complain.

When our investigator first considered Mrs M's complaint, he thought it reasonable for Santander to address correspondence in the name she has always used. Our investigator also recommended that Santander pay Mrs M £100 compensation.

Santander said it could not change Mrs M's name on correspondence as it needed to capture her official name. Santander pointed out that statements are often used as identification, so they need to be correct.

After receiving Santander's explanation, our investigator changed his view. He said that for a while, Santander had used Mrs M's second name when it should not have done so. For this uncertainty, Santander offered to pay Mrs M a further £135 on top of the £65 it had already paid. Our investigator thought this was fair.

Mrs M disagrees with the investigation outcome. She can't see how Santander uses her full name on one hand and on the other just her first name and surname. Mrs M says that as she is not a British citizen unless she breaks one of our laws, she doesn't have to abide by them. So doesn't agree that the name she is known by is legally one of her middle names.

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 am sorry to disappoint Mrs M but I agree with our investigator that Santander has now done and offered enough to put things right.

Santander is subject to legal and regulatory obligations when it opens or amends an account. The identification used to open the accounts should match the name used on statements as these are official documents which can be used to verify an individual's identity.

In the case of bank statements, Santander says that it can use Mrs M's full name. However, as it has changed the way it prints credit card statements, Santander can only show a customer's first name and surname.

I understand Mrs M's depth of feeling about this issue. She says she has never been known by her first name. But as Santander can only display a customer's first name on credit card statements, it needs to use Mrs M's first name as shown on the official documentation used to open the account.

This is not to dismiss Mrs M's explanation that in her country and the rest of Europe, people can use whichever of their names they choose. But Santander needs to abide by the legal and regulatory requirements of the UK. So, I don't consider Santander must agree to use Mrs M's second name in place of her first name, if this is not the name which appears as her first name on the identification she provided.

I appreciate that Mrs M does not see why she should have to change her name by deed poll in order for Santander to use her second name on credit card statements but I don't consider this was an unreasonable suggestion.

Santander agrees that there has been some confusion in the past when it has used different variations of Mrs M's name. For this it has offered to pay a total of £200 of which Santander has already paid £65. I consider this award fairly reflects the inconvenience and stress caused by the inconsistent use of Mrs M's name. Our approach to compensation awards can be found on our website.

I accept that an award of compensation is unlikely to satisfy Mrs M, as she understandably just wants Santander to use the name she is known by. But for the reasons outlined above, I don't consider I can require Santander to make the changes she seeks.

Putting things right

Santander should pay Mrs M £200. Santander can deduct from this amount any compensation that it has already paid to Mrs M for this complaint.

My final decision

My final decision is that I uphold this complaint. In full and final settlement, I direct Santander UK Plc to put things right in line with the above directions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 June 2024.

Gemma Bowen
Ombudsman