

The complaint

Mr A is unhappy with the service he received from Santander UK Plc surrounding an application he made to them for a new credit card account.

What happened

Mr A applied for a Santander credit card account and submitted his driving license and a council tax bill to Santander to satisfy their identity verification requirements. However, Santander didn't accept the documents that Mr A provided.

This led Mr A to provide additional documents on two more occasions, including his passport and two bank statements. But Santander still wouldn't accept the documents that Mr A was sending to them, and his credit card application was later deemed by them to have expired because he hadn't provided the required documents in support of it. Mr A wasn't happy about what had happened, so he raised a complaint.

Santander responded to Mr A but continued to feel that Mr A hadn't provided documents to them that satisfied their requirements. Mr A wasn't satisfied with Santander's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. During their review, Santander reassessed their position on this complaint and said that while they still didn't feel they'd done anything wrong by rejecting the documents that Mr A had provided, they felt their handling of Mr A's complaint about the matter had been to a poor standard. Santander apologised to Mr A for this, via this service, and offered to pay £200 to him as compensation for any trouble or upset he may have incurred because of the poor service he received.

Our investigator was of the opinion that Santander should have accepted the documents which Mr A provided to them, but they felt the £200 compensation that Santander had offered to Mr A represented a fair outcome to his complaint. Mr A disagreed and felt that Santander had discriminated against him based on his country of birth. So, the complaint was escalated to an ombudsman for a final 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.

I issued a provisional decision on this complaint on 3 June 2025 as follows:

When Santander made their proactive offer of resolution to our investigator, they explained that they continued to feel that they hadn't acted unfairly by rejecting the documents provided to them by Mr A, but that they felt that the service they'd provided to Mr A when handling his complaint about the matter had been to a poor standard. And Santander specifically offered £200 compensation to Mr A because of how they had handled his complaint.

The reason I highlight this point is because the rules by which this service must abide, which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook, include that this service doesn't have the remit or the authority to consider a point of complaint about how a business has handled a complaint. This is because the remit and authority of this service is limited to regulated financial matters. And because a complaint is not a regulated financial matter, even when the issue being complained about is a regulated financial matter, as is the case in this instance.

Importantly, this means that Santander's offer of £200 compensation to Mr A for the poor service he received from them regarding the handling of his complaint isn't something that I'm able to comment on, because I have neither the remit nor the authority to do so. And this means that I leave it to Santander to honour the offer of £200 compensation that they've made to Mr A in this regard.

Regarding the documents that Mr A submitted to Santander, I've reviewed Santander's Customer Identification Documents criteria list, and having done so I don't feel that Santander acted unfairly by considering the documents that Mr A provided as not fulfilling their requirements.

I say this because Santander requires an applicant to provide a document as proof of name, and a different document as proof of address. And, upon review, I'm satisfied that the only document that Mr A provided which satisfied Santander's requirements as either a proof of name or a proof of address was his UK driving license. And while Santander accepts a driving license as proof of name and proof of address, they don't allow the same document to be used twice – as both proof of both name and proof of address.

Mr A did provide his passport to Santander as proof of name. But Santander requires a passport to be signed and in-date. Mr A holds UK citizenship, but he doesn't hold a UK passport, and the passport he does hold doesn't include his signature. This is unfortunate, but it does mean that Santander couldn't accept his passport as his proof of name, because it doesn't include a signature and therefore doesn't meet their requirements.

Additionally, Mr A provided a council tax bill and bank statement as proof of his address. But these documents didn't include his full name, as it appears on his driving license, and this meant that Santander couldn't accept them.

I'm therefore satisfied that Mr A didn't provide Santander with the necessary proof of name and proof of address to meet Santander's requirements. And I'm also satisfied that the requirements that Santander set in this regard aren't unfair or unreasonable and that the setting of these requirements is a commercial decision that Santander are entitled to make.

However, when Mr A called Santander to ask why his documents weren't being accepted, before he escalated the matter to a complaint, I feel that Santander could and reasonably should have explained the issue more clearly to Mr A. This includes that Santander could have explained that if Mr A arranged for his full name to show on his council tax bill or non-Santander bank statement, that he would then fulfil Santander's requirements.

By not explaining this point to Mr A, I feel that Santander has caused Mr A some frustration and inconvenience that he reasonably shouldn't have had to endure. And because of this my provisional decision is that I uphold this complaint against Santander and provisionally instruct them to pay £50 to Mr A as compensation for that trouble and frustration.

In arriving at this decision I've considered the further phone calls and document submissions that Mr A shouldn't reasonably have had to undertake, had he been better informed by Santander. I've also thought about the general framework this service considers when

assessing compensation amounts, details of which are available on this service's website. And, having done so, I feel that £50 is a fair compensation amount.

However, as discussed above, Santander should consider this £50 compensation to be separate from, and so therefore in addition to, the award of £200 that they themselves have offered Mr A for the separate matter of how they later handled his complaint.

Mr A may note that he had provided a bank statement to Santander that included his full name. But this was a statement for a Santander savings account, the opening of which didn't require the same level of security or verification as a credit account, including that the proof of name and address requirements under consideration here weren't applied. Because of this, I don't feel that Santander acted unfairly or unreasonably by not accepting that statement as proof of address.

Finally, Mr A has said that he feels that Santander has discriminated against him based on his country of birth. In other words, that Santander has failed in duty to him under the Equality Act 2010.

I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what I feel is fair and reasonable. If Mr A would like a decision that Santander have breached the Equality Act 2010, then he would need to obtain one via a Court of Law.

To confirm, having considered Mr A's complaint under the principles of general fairness, as per the remit of this service, I don't feel that Santander did act unfairly when rejecting the documents that Mr A provided, for the reasons explained above. And while it is unfortunate that Mr A's passport doesn't include a signature, I feel that this is unfortunate rather than it being unfair, and I remain satisfied that it is fair and reasonable for Santander to decide what criteria must be met to pass their proof of name and address requirements, especially given that those requirements are published in the public domain.

All of which means that while I will be provisionally upholding this complaint in Mr A's favour, I'll only be doing so it instruct Santander to pay £50 to Mr A as compensation for not providing him clear information on why his documents were being rejected and what he needed to do to resolve the issue. And I won't be provisionally issuing any further or alternative instructions to Santander beyond this.

Santander responded to my provisional decision and confirmed they were in acceptance of it. Mr A also responded and raised several points he disagreed with.

Firstly, Mr A explained that he felt that a complaint point that he'd raised hadn't been addressed in my provisional decision letter. The complaint point Mr A referred to was that Santander had said that there was a mismatch between his name and how his name appears on his driving license. But having reviewed the submissions from Mr A and Santander, I'm not aware of Santander making any such claim. Instead, what Santander had issue with is the fact that several of the documents that Mr A provided alongside his driving license have had his name listed in a different format to how it's listed on his driving license. For instance, if the driving license is listed as being 'Mr John Doe', then other documents had the name listed as 'Mr J Doe'. This is not acceptable to Santander, which require the name to be fully listed on all documents.

Mr A also feels that it's impossible to pass Santander's identification requirements unless you have a signed passport, which he doesn't. But this isn't the case. Indeed, I refer Mr A to

my provisional decision letter, and specifically to the reason I awarded a further £50 compensation, wherein I explained as follows:

“I feel that Santander could and reasonably should have explained the issue more clearly to Mr A. This includes that Santander could have explained that if Mr A arranged for his full name to show on his council tax bill or non-Santander bank statement, that he would then fulfil Santander’s requirements.”

Mr A has also said that he feels that Santander were putting up barriers to make the process more difficult. I don’t agree, and as stated in my provisional decision I’m satisfied that it’s fair and reasonable for Santander to set their personal identity verification requirements, and that it was for Mr A to have met those requirements. And I feel that this is the case even in consideration of the fact that Mr A would have needed to amend how his name appeared on certain documents to pass those requirements, as detailed above.

Mr A also asked for clarification surrounding the £200 compensation offer that Santander made via this service during our investigators review. To confirm, Santander offered that £200 to Mr A for the poor service he received from one of their complaint handlers during a phone call that took place on 22 January 2025. Given that the call was with a complaint handler, it follows from the call involved Santander’s handling of Mr A’s complaint. And as explained in my provisional decision letter, this service does not have the remit or the authority to consider how a business has handled a complaint. Instead, our remit only covers the actions about which the complaint has been raised.

Because of this, Santander’s offer of £200 compensation for the poor handling of Mr A’s complaint isn’t something I can comment on further or endorse. I therefore leave it to Santander to honour the £200 offer of compensation for poor complaint handling that they have made to Mr A at their discretion.

However, regarding what I explained above, I feel that Santander could and reasonably should have explained to Mr A how he could have satisfied their requirements, as part of their general service towards him and before he felt the need to raise a complaint. This poor service does fall within the remit of what I consider, because it pertains to the service Santander provided to Mr A about which he later complained, and not the service Santander provided when handling his complaint.

In consideration of this point, because Santander didn’t clearly explain to Mr A what he could do to satisfy their personal identification requirements, I continue to feel that Santander should pay £50 compensation to Mr A. And this £50 compensation is unrelated to the £200 that Santander have already offered to Mr A, because it relates to a different aspect.

Ultimately, however, it remains my position that Mr A didn’t satisfy Santander’s personal identification requirements with the documents he submitted to them. And while Santander could have better explained to Mr A why that was the case, I feel that Mr A could and reasonably should have understood those requirements from the lists that Santander published relating to those matters, which I feel did clearly explain Santander’s requirements in that regard.

Accordingly, while I feel that Santander missed an opportunity to clarify their requirements with Mr A – for which I’m instructing the payment of £50 compensation – I don’t feel that Santander should be held accountable or responsible for Mr A not understanding those requirements in the first instance. And it’s for this reason that I’m not upholding the primary aspect of Mr A’s complaint or instructing a higher amount of compensation than that £50 that I am instructing.

I realise this may not be the final decision that Mr A was wanting. But I hope that he understands, given what I've explained, why I've made the final decision that I have.

Putting things right

Santander must pay £50 to Mr A

This should be considered separate to any compensation for poor complaint handling that Santander may choose to pay to Mr A.

My final decision

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 July 2025.

Paul Cooper
Ombudsman