

## **The complaint**

Mr F is unhappy that Santander UK Plc asked him for detailed personal information, and to provide a series of personal documents, in relation to his parent's account, for which he'd obtained access via Power of Attorney, and with the service he received surrounding this.

## **What happened**

Mr F holds a mortgage with Santander. In February 2024, Mr F obtained Power of Attorney for his parents and was added to Santander accounts held jointly by his parents on that basis.

In September 2024, Mr F received text messages from Santander asking him to call them. Mr F spoke with Santander who explained that they needed to undertake a Know Your Customer check with Mr F and proceeded to ask him a series of questions about his current financial position, which Mr F answered. Santander's agent also asked Mr F to provide a series of documents, including payslips and three months of statements for his bank accounts, which he with banks other than Santander.

The following day, Mr F called Santander and asked why they needed the documents requested the day before. Santander's agent explained that it was a regulatory requirement, but didn't provide any further clarification. Mr F refused to provide the documents and asked to raise a complaint. Santander's agent raised a complaint for Mr F but said that if Mr F didn't provide the required documents within 21 days, that the accounts he had access to would be blocked until he did.

A few days later, Santander responded to Mr F's complaint but didn't feel that they'd done anything wrong by requesting the information and documents that they had and said that the information was required to ensure that they were running the relevant accounts correctly. Santander acknowledged that Mr F didn't agree with Santander's position on this matter, but they reiterated that if Mr F didn't provide the required documents that the accounts that he had access to would be restricted.

Over the following week, Mr F received several further communications from Santander requesting the documents and confirming that they would restrict the accounts he had access to if they weren't provided. Mr F then provided most of the documents Santander required, and a week later provided the final document. About a week later, Mr F received a notice from Santander, thanking him for uploading the required documents and explained that they would contact him again if they needed anything more. Mr F didn't receive any further requests from Santander after that time.

Mr F wasn't satisfied with Santander's response to his complaint, so he referred the matter to this service. One of our investigators looked at this complaint. But they didn't feel that Santander had acted unfairly as Mr F believed was the case. Mr F didn't agree with the view of this complaint put forward by our investigator, so the matter 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 13 June 2025 as follows:

*When Mr F first called Santander, having received the text messages from them, Santander's agent explained that Santander required the information and documents from Mr F to satisfy a Know Your Customer ("KYC") review – although this point was only mentioned briefly and wasn't expanded upon.*

*The reason Santander required a KYC review on Mr F was because, when he was added to his parent's accounts as an attorney, the nature of his relationship with Santander had changed. Previously, Mr F had only held a mortgage with Santander – an account type that he couldn't take money out of but only pay into. However, when Mr F became an attorney on his parent's accounts, he did now have the ability to remove money from those accounts.*

*I've asked Santander why, following the trigger event of Mr F being added as an attorney on his parents accounts in February 2024, it took them until September 2024 – seven months later – to begin a KYC check with Mr F, which I can confirm was required of Santander as part of their regulatory requirements because of the change in the nature of Mr F's relationship with them as previously explained.*

*In response, Santander said that there were delays in conducting initial checks on the attorneys and the account holders to confirm whether a KYC check was necessary, and then further delays due to backlog when Mr F was referred to the KYC department for a KYC check. Clearly, this wasn't ideal, and I can understand why Mr F would feel, given the length of time that had passed, that this request for information wasn't directly linked to his being added to his parent's accounts as an attorney.*

*However, in consideration of what I've explained above, I'm satisfied that it was fair and reasonable for Santander to require a KYC check with Mr F. But having listened to several phone calls between Mr F and Santander, and having reviewed correspondence sent by Santander to Mr F, I'm also satisfied that Santander missed several opportunities to provide a clear explanation to Mr F as to why a KYC check was required and why it was being undertaken at that late time.*

*Mr F has said that he found the text messages and letters he received from Santander to be threatening. I can appreciate why this might be the case, given that they explained that Santander would restrict accounts if Mr F didn't comply with their requests. However, Santander have an obligation to inform customers of their requirements and of the consequences of non-compliance. And, as explained, Santander did fairly require a KYC review with Mr F, and such a check was a regulatory requirement.*

*Accordingly, I would have expected Santander to explain to Mr F that accounts would be restricted if he didn't comply, because that is accurate – accounts would have been restricted. As I hope Mr F will understand, it's difficult not to explain such facts in a manner that some might find threatening. However, ultimately, I'm satisfied that Santander weren't articulating threats, but facts.*

*Mr F has also said that the first Santander agent he spoke with was rude and abrupt. I've listened to that call, and I don't agree with Mr F's assessment. Instead, I feel that Santander's agent was professional and polite, and while they didn't provide a detailed explanation to Mr F about why Santander were requesting the information and documents*

*that they were – beyond explaining that it was a KYC review – it's notable that Mr F didn't specifically ask for any such explanation.*

*The following day, Mr F called Santander again to question why they required the documents and information that they did. Mr F was transferred to an agent in the relevant team who, and having listened to that call, I don't feel this agent provided a reasonable standard of service to Mr F. Specifically, while I don't feel that the agent was rude on a direct sense, they missed several clear opportunities to explain to Mr F why the information and documents were being requested, but didn't do so, and instead repeated on several occasions that it was because of regulations without providing any further context or clarification.*

*What I feel should reasonably have happened on that call is that Santander's agent should have explained why the information and documents in question were being requested from Mr F – that it was because of the change of relationship previously described – and confirmed that it was a direct result of Mr F being added as an attorney on his parent's accounts, albeit a delayed one.*

*I also feel that Santander's agent should have explained more clearly to Mr F that because the KYC check had started in September 2024, Santander required documentary proofs from September 2024, such that documents Mr F had provided when he was added as an attorney in February 2024 couldn't be used. Finally, I feel that Santander's agent should have explained that the reason external bank statements were being requested was because Santander were now required to develop an understanding of Mr F's wider financial position and spending patterns, so as to better enable them to spot potentially suspect activity on his parents accounts.*

*Ultimately, that's the key point here. As an attorney, Mr F has access to his parents accounts. And while I'm not suggesting that Mr F might abuse that access, Santander have a regulatory obligation to mitigate against that possibility, by developing a detailed understanding of Mr F's financial profile via a KYC check.*

*As discussed, I feel that Santander could and reasonably have should explained this and other related points to Mr F clearly and coherently when he asked them to. But Santander didn't do this, and I feel that as a result, Mr F has incurred a degree of frustration and inconvenience that he shouldn't have had to, and most likely wouldn't have, had Santander communicated with him in a fairer and more effective way.*

*Accordingly, I'll be provisionally upholding this complaint in Mr F's favour on this basis and instructing Santander to pay £200 to him as compensation for any trouble and upset Mr F may have incurred as a consequence of their poor standard of communication. In arriving at this compensation amount I've thought about the frustration and inconvenience Mr F experienced because matters weren't explained to him clearly by Santander, alongside the general framework this service uses when assessing compensation amounts, details of which are available on this service's website. And, having done so, I feel that £200 is a fair compensation amount.*

*But it must be reiterated that this compensation is solely for the poor service that Mr F received, and not for him being asked to provide the information and documents required by the KYC check – which, as explained, I'm satisfied that Santander undertook fairly.*

*Finally, Mr F will notice that I haven't made any reference to the impact of what happened here on his parents in this review. This is because this complaint is raised solely in the name of Mr F, and because of this I can only consider the impact of what happened on Mr F. This is in accordance with the rules by which this service must abide, which include that Mr F*

wouldn't be able to raise a joint complaint with his parents.

*If Mr F's parents have similar dissatisfactions to Mr F regarding this matter, I can only refer them to raise complaints with Santander directly (which could be done in their joint names) so that Santander have a formal opportunity to consider and respond to that complaint. After Santander have had such a formal opportunity, Mr F's parents may then have the right to refer their complaint to this service, should they wish to do so, and could appoint Mr F as their representative at that time. However, I must reiterate that any complaint that Mr F's parents might refer to this service would be conducted entirely on its own merits, and wouldn't be influenced by the outcome of this complaint.*

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Both Mr F and Santander responded to my provisional decision and confirmed that they were in acceptance of it. As such, I see no reason not to issue to final decision here whereby I uphold this complaint in Mr F's favour on the limited basis explained above. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

In his response to this service, Mr F noted that Santander still haven't provided confirmation that the information he's provided to them is sufficient. However, as explained briefly in my provisional decision letter, Santander confirmed to Mr F that they would only contact him if the provided information wasn't sufficient. As such, Mr F should take Santander's absence of communication as confirmation that no further action from him is required by them in this regard.

### **Putting things right**

Santander must pay £200 to Mr F.

### **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 F to accept or reject my decision before 24 July 2025.

Paul Cooper  
**Ombudsman**