

## **The complaint**

Ms I is unhappy with how she's been treated by Santander UK Plc. She says Santander made an error in sending correspondence to an address in the UK when it was aware not to do this.

She's also unhappy that Santander asked her to provide sensitive information by post, that she believes she's not required to provide.

## **What happened**

Ms I is resident in the USA. She is a long-standing Santander customer, holding several different accounts over time.

Ms I has received account statements and other written correspondence from Santander to her US address, over a long period of time.

Santander has another address (in the UK) recorded against Ms I's profile. Ms I has told us she used to let the property to tenants, but no longer does. Ms I has successfully complained in the past to Santander about it incorrectly sending correspondence to this UK address.

In September 2024, Ms I complained to Santander that it had again incorrectly sent some correspondence to the UK address, instead of her US address. Santander said this had been caused by its error, apologised, but also said that in order for Ms I's address details to be updated properly in its systems, she would need to complete a 'Change of Address' form and provide certain information. Santander credited Ms I's current account with £60 for the poor service, and to reflect what it was asking her to do.

In 2025, Ms I complained to Santander that it had continued to send correspondence to the UK address. She was also concerned about what the correspondence was requesting she do – send personal and sensitive information by post. Also, the correspondence didn't contain any contact details for her to be able to verify the request or ask questions.

Santander didn't uphold the complaint and Ms I referred her concerns to the Financial Ombudsman Service.

Following their review, which included requests for further information to establish what had happened, an Investigator here issued their assessment of the case. In summary, they said Santander could and should've been clearer with Ms I about both the situation regarding the status of the addresses Santander holds in its systems, and its request for Ms I to provide it with certain information, relating to FATCA.

The Investigator said these issues has caused Ms I unnecessary frustration and worry, and they recommended Santander pay Ms I £200 to reflect this. They also said that Ms I would need to provide the information Santander had requested, both in relation to her address and FATCA, but this could be done in a branch, rather than sending information by post, as Ms I was worried about this.

Santander accepted this outcome. Ms I didn't. In summary, she said she'd suggested providing the FATCA information in a branch earlier in the year, and had been refused. She said she shouldn't need to do anything else regarding her address and that as she was already fully compliant with relevant UK and US tax authorities, she wasn't willing to spend any more time and effort providing Santander with the information it had requested.

Ms I also said she viewed the £200 as meagre in the context of what had happened, and she said she'd noticed that Santander had removed certain documents from her online account, and added others.

The Investigator's view remained unchanged, and Ms I asked for the matter to be considered by an Ombudsman.

### **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've reached the same overall outcome as the Investigator, for broadly the same reasons. Before I explain why, I want to set out the purpose of my role. It isn't to address every single point that's been made to date. Instead, it's to decide what's fair and reasonable given the circumstances of this complaint.

For that reason, I'm only going to refer to what I think are the most salient points when I set out my conclusions and my reasons for reaching them. But, having considered all of the submissions from both sides in full, I will continue to keep in mind all of the points that have been made, insofar as they relate to this complaint.

I consider there are two fundamental issues at the heart of this complaint. These are how Santander has dealt with issues relating to it sending correspondence to Ms I's UK address, and the information it requested from Ms I related to FATCA.

#### Sending correspondence to Ms I's UK address

Santander upheld Ms I's complaint in September 2024. However, at the same time, it did tell Ms I she needed to take certain steps for her address details to be properly updated. Ms I didn't do this, as she didn't think it necessary.

I can understand and appreciate why Ms I was concerned about Santander sending correspondence to the UK address that had previously been tenanted, and that she doesn't consider to be completely secure. However, I do need to take into account that Santander had told her she needed to take certain steps in order for her address to be properly updated in its systems.

The broader situation in terms of Santander's address records over time isn't entirely clear. Santander told Ms I it had made an error, but now suggests it hadn't, and it says it does need what it's asked for to properly update Ms I's correspondence address.

It seems perhaps most likely that Santander has been sending Ms I correspondence to her preferred address in the US for much of the time, without having obtained certain information from Ms I that it needed and needs – and Santander's request has come since it's realised this.

Regardless of exactly what has happened in terms of the address issue, I'm satisfied that Santander could've been clearer with Ms I about the issue, and that's caused her some unnecessary distress and inconvenience.

#### The information Santander requested from Ms I in relation to FATCA

In terms of the information Santander is requesting relating to FATCA, I appreciate Ms I doesn't think she should have to provide this, given the issues she faced engaging with Santander about the letters she'd received (including in a branch), and because she believes she has already done everything she needs to from a compliance perspective. However, Santander is entitled to request information it believes it needs to comply with its regulatory obligations, so I can't say that Santander requiring Ms I to provide this information, is an error or otherwise unfair.

Having said that, it's clear that at times when Ms I has queried the request with Santander, the responses she's received (including Santander staff not knowing what she was referring to) have caused her unnecessary frustration and worry, including in relation to the legitimacy of the request.

In terms of how Santander asked Ms I to provide the information, whilst I understand Ms I's concerns about Santander asking her to provide the information by post, it has said the information can be taken into a branch. Again, acknowledging that Ms I has been into a branch to discuss the issue in the past, I'm satisfied this is a reasonable way in which Ms I can provide the information that's been requested.

So, like the Investigator, I have found that some things didn't go as they should. The question then is, what represents a suitable amount of compensation, to reflect the unnecessary frustration and worry caused to Ms I?

A compensation amount of £200 is appropriate where an error or errors have caused a consumer more than the levels of frustration and annoyance you might reasonably expect from day-to-day life, and has required a reasonable effort to sort out. I'm satisfied that's a fair reflection of what's happened here in terms of the issues and their impact. I appreciate Ms I thinks the amount should be higher, but I don't agree.

Finally, in terms of the issue Ms I has raised about items disappearing from and being added to her online account, this is something Ms I will need to raise with Santander in the first instance.

#### **My final decision**

My final decision is that I uphold this complaint and direct Santander UK Plc to pay Ms I £200 in compensation. If Santander has already paid some or all of this amount, it can deduct this from what it still needs to pay.

For clarity's sake, this is separate to the £60 Santander credited to Ms I in relation to the September 2024 complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms I to accept or reject my decision before 5 January 2026.

Ben Brewer  
**Ombudsman**