

The complaint

Mr L complains about the service received by Santander UK Plc (“Santander”) since 2023. In particular, Mr L says he’s had issues obtaining a debit card and that Santander failed to process cheque payments. Mr L believes the poor service received is as a result of individuals within Santander holding discriminatory views.

What happened

Mr L lives abroad with no fixed address and had a PO Box address listed with Santander for correspondence.

On 2 August 2024 Santander emailed Mr L a change of details form to update his address so a debit card could be reissued.

On 30 August Mr L called Santander to query if a new debit card had been issued following receipt of an email dated 8 August confirming the same.

Santander’s advisor confirmed the card had been issued on 28 August. As this suggested there’d been a delay Mr L asked the advisor if they’d know when the card had reached him. The advisor confirmed they wouldn’t unless Mr L informed them and that overseas post takes 5-7 working days.

Mr L wanted to change his address and agreed he’d do this once he received a new bank card as well as confirming that his expiring card was still working and he had enough cash to use.

On 4 December 2024 following returned mail Santander added a returned mail marker to Mr L’s account and sent Mr L an email about this on 5 December asking him to get in touch.

On 3 January 2025 Mr L called Santander and informed it that the debit card never arrived and that he no longer has access to his PO Box or a fixed address and had lost his phone. Mr L wished to change his address but due to him calling on a non-registered number, not having a debit card or doing online banking Santander was not able to verify him or do this for him.

Santander’s advisor directed Mr L to its website to complete an overseas change of address form. They explained the process and what forms of ID would be required for it to verify Mr L at a new address. Mr L confirmed that he didn’t have proof of address or an up-to-date ID as his passport had expired. Santander’s advisor explored some work arounds and explained that without the required ID a change of address wouldn’t be possible as Mr L was living abroad and as such the overseas process must be followed.

Mr L confirmed that he would try and obtain a letter from the pension service and a photo ID. During the call the advisor also clarified that Mr L’s debit card had actually been sent in the post on 1 August – not 28 August – as advised previously.

Following this Santander flagged a cheque dated 17 March 2025 payable to "R" for a security check and sent alerts to Mr L by email, letter and phone on 22 April to confirm the cheque was genuine. Santander left a voicemail asking Mr L to contact it about the cheque. During the same period another cheque was also flagged for a security check as it was undated and related to the previous cheque which was declined.

Mr L raised a complaint to Santander by email about all this on 9 April 2025. Santander responded to this asking Mr L complete an attached form for return along with two forms of ID so it could update his details.

Santander completed a final response letter to Mr L's complaint and credited his account with £100 due to the error and misinformation provided on the call on 30 August 2024 but wasn't able to send out the letter as Mr L hadn't provided the updated details regarding his ID and address as previously requested.

Having not received Santander's response Mr L brought his complaint to this service. Mr L says Santander have remained obstructive in providing banking facilities for no good reason requesting he re-confirm his ID and unlawfully destroying valid cheques and is unhappy his account has been blocked. Mr L wants Santander to restore his bank account so he can continue issuing cheques and pay compensation for the distress and inconvenience caused.

Santander say due to Mr L not having a fixed address and having no permanent address in the UK, it couldn't guarantee it would be able to keep Mr L's account open.

Santander have evidenced that in response to previous complaints it had sent letters and emails to Mr L since 2019 warning him about blocking his account and restrictions as it must follow Banking Regulations and ask customers to provide documents to maintain their account and that Mr L had failed to provide the information requested.

Santander say to keep his account Mr L must retain a permanent residential address in the UK in-line with its terms and conditions.

One of our investigators looked into Mr L's concerns and thought that regarding the mis-information provided on the reissue of the debit card that as Santander wasn't aware Mr L hadn't received the debit card, wasn't responsible for the safe delivery of it and Mr L hadn't followed up on this until January 2025 that the £100 compensation paid was reasonable and in-line with what we'd expect.

They thought the advisor Mr L had spoken to was transparent about the issues Mr L faced with updating his address due to not having the required documents and ID and its obligations to hold updated proof of ID and address and limited in what it could do to in Mr L's circumstances which is why Mr L was forewarned it may not be able to keep his account open. They didn't agree that Mr L had been treated unfairly here.

Furthermore, they didn't think Santander had made an error regarding the stopped cheques as banks have a responsibility to protect their customers from possible fraud or financial crime and Santander had followed its normal processes in-line with its terms and conditions regarding this.

Mr L disagreed and believes the service received by Santander was a result of discriminatory views held by individuals and says Santander failed to advise him about its concerns regarding the two cheques and destroyed them without advising him.

As Mr L remained dissatisfied and his complaint couldn't be resolved it was progressed for an ombudsman's 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.

It might be helpful to explain here I don't have the power to tell Santander how it needs to run its business and I can't make Santander change its systems or policies – such as what identity documentation it needs to verify its customers or how or when it requires this to keep an account open. These are commercial decisions and not something for me to get involved with. Nor can I explain why a business takes the actions it does or what policies a business needs to have in place or what regulations it needs to follow – that is the role of the regulator in this case the Financial Conduct Authority (FCA).

My role rather is to look at problems that Mr L has experienced and see if Santander has made a mistake or done something wrong. And if it has, decide what it needs to do to put things right for Mr L. And while I do take relevant law and regulation into account when arriving at a decision, my remit is focused on whether I feel a fair and reasonable outcome has occurred. Only a court could make a finding as to whether a business breached its duty under the Equalities Act or acted unlawfully as Mr L has submitted here.

So the first question I have to ask here is was it reasonable for Santander to refuse to retain Mr L's banking facilities with it and update Mr L's address to one he doesn't reside at despite asking Mr L on multiple occasions to supply updated ID documents and explaining the reasons why it needed it.

I sympathise with Mr L as clearly his personal and financial circumstances have become and remain difficult for him. But Santander have Know Your Customer (KYC) obligations it has to meet and part of this is being able to verify its customers identity. There is no prescribed format for KYC and it is entirely up to Santander what policies it sets to satisfy its regulatory obligations and with this in mind whether it wants to continue to provide an account to someone who resides outside the UK.

Santander made it clear to Mr L what its requirements were and what ID is accepted and as Mr L didn't have a phone number registered with Santander or fixed address and failed to respond to any of its ID requests - and as I haven't seen anything to suggest the same policy hasn't been applied to all its customers - I can't say Santander has done anything wrong here or treated Mr L unfairly.

And nor do I think Santander did anything wrong when it stopped the processing of two cheques. As I've already explained above it's not for me to tell Santander how to run its business, but I would expect it to have policies and processes in place to protect it and its customers against fraud – and I think most would agree and understand that.

And so when Santander's system flagged the two cheques for a security check and it wasn't able to get hold of Mr L to carry out its checks and verify the authenticity of the payments, I don't think it did anything wrong in cancelling them. I appreciate Mr L might not have received the alerts Santander sent out, but as Mr L hadn't updated his details or provided the requested identity documentation, I can't say Santander is at fault here in using the details it had registered for Mr L.

But that's not to say Santander has done everything right. Santander has already accepted that it provided mis-information when it said that a debit card had been issued to Mr L on 28 August and that potentially there was a missed opportunity to reissue the card during the

phone call on 30 August, and so by way of apology Santander credited Mr L's account with £100 which I think is fair.

I say this as even if Mr L had been given the correct information about the date his debit card had been issued, I'm not persuaded Mr L would've received the debit card before his PO Box address became inactive. As by this point Santander had already requested Mr L update his details on multiple occasions as well emailing Mr L a change of details form to update his address on 2 August 2024 so a debit card could be reissued. Furthermore, despite not receiving his debit card as expected and receiving an email from Santander on 5 December 2024 asking him to get in touch, Mr L didn't do this until the following month.

And so it follows that as I don't think Santander has done anything wrong in its requests for ID documentation or stopping cheques when it wasn't able to verify the authenticity of the payments and I think Santander has compensated Mr L fairly for the mis-information provided, I don't uphold this complaint.

My final decision

For the reasons I've explained, I do not uphold Mr L's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 March 2026.

Caroline Davies
Ombudsman