

(English version)

**Question for written answer E-000321/25
to the Commission
Luděk Niedermayer (PPE)
(24 January 2025)**

Subject: Documents required by financial institutions when entering into contracts with clients

My question concerns the practice followed by some financial institutions in the EU, such as insurance companies, banks, investment companies, telecommunications companies, etc. If a financial institution, when concluding insurance, investment, credit, banking or telecommunications contracts, requires more documents or different types of documents from citizens of other EU countries than it requires from citizens of the country in which it operates, does the Commission consider that there is a breach of Article 18 TFEU, which prohibits discrimination on grounds of nationality, or not?

If so, what course of action should be taken by EU citizen clients in respect of whom financial institutions are applying such practices?

Submitted: 24.1.2025

**Answer given by Ms Albuquerque on behalf of the European Commission
(28 April 2025)**

Article 18 of the Treaty on the Functioning of the European Union prohibits discrimination on grounds of nationality within the scope of application of the Treaties. Sectorial EU legislation may additionally include specific provisions to prevent discrimination.

In the area of consumer credits, the Consumer Credit Directive ⁽¹⁾ obliges Member States to ensure that the conditions for being granted credit do not discriminate against consumers on the grounds of nationality or place of residence.

Article 15 of the Payment Accounts Directive ⁽²⁾ prohibits banks from discriminating against consumers, on grounds such as nationality or place of residence, as regards access to bank accounts. However, different documents may be required from consumers for compliance with other EU legislation, for instance Anti-Money Laundering (AML) rules.

The AML Directive ⁽³⁾ requires obliged entities ⁽⁴⁾ to adopt a risk-based approach, granting discretion on the measures applied to mitigate customer, geographic and other risks.

Discriminatory practices would however run counter to the spirit of the directive ⁽⁵⁾. Should the alleged discrimination result from national transposing measures and their implementation, note that Member States must act within the limits of EU law and comply with general principles of EU law, including non-discrimination ⁽⁶⁾.

Regarding telecommunications activities, the European Electronic Communications Code ⁽⁷⁾, includes a non-discrimination provision for reasons related to end-users' nationality or place of residence or of establishment ⁽⁸⁾.

Customers may consider directing their concerns to national authorities responsible for alternative dispute resolution in financial services, such as FIN-NET ⁽⁹⁾ members, consumer affairs or telecommunications.

⁽¹⁾ OJ L, 2023/2225, 30.10.2023.

⁽²⁾ Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features Text with EEA relevance, OJ L 257, 28.8.2014, p. 214-246.

⁽³⁾ OJ L 141, 5.6.2015, p. 73-117.

⁽⁴⁾ The obliged entities that are subject to Directive (EU) 2015/849 are listed in Article 2 of that directive.

⁽⁵⁾ Please refer to recitals (65) and (66). Recital (66) emphasises that Member States must 'ensure that this directive is implemented, as regards risk assessments in the context of customer due diligence, without discrimination'.

⁽⁶⁾ Judgment of 17 November 2022, SIA 'Rodl & Partner', C-562/20, paragraph 49.

⁽⁷⁾ Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast), OJ L 321, 17.12.2018, p. 36-214.

⁽⁸⁾ Article 99 of the European Electronic Communications Code (EECC), states that 'providers of electronic communications networks or services shall not apply any different requirements or general conditions of access to, or use of, networks or services to end-users, for reasons related to the end-user's nationality, place of residence or place of establishment, unless such different treatment is objectively justified'. Such 'objectively justifiable differences in costs and risks' (as explained in Recital (256) of the EECC) could, for example, be linked to the provision of services at the end-user's location or refer to a situation where services are denied for reasons of public security.

⁽⁹⁾ https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-service-provider-another-eea-country_en#what-is-a-financial-services-provider