

The complaint

Mr T complains Santander UK Plc hasn't completed his Data Subject Access Request (DSAR). He also raises a number of concerns about how it had handled the matter and contacted him.

What happened

I issued my provisional decision on this complaint recently and invited both parties to let me have their response. Below is a copy of what I said in my decision.

Copy of provisional decision

What happened

Mr T made a DSAR in July 2023 in writing at a branch. Shortly afterwards he received a letter from the bank but with incorrect address details on it. He contacted the bank about this and raised a complaint. He also complained the DSAR was still outstanding after the allotted time of one calendar month, and he'd been into a branch several times about this.

Santander responded. It said it had been unable to fulfil the DSAR because acceptable identification hadn't been received from Mr T. It accepted it had sent letters with the wrong address printed on them and to say sorry it was sending him a cheque for £100.

Mr T said he hadn't spoken to a complaint handler because they were contacting him on a number that wasn't active for him. He'd got some correspondence, but this continued to be incorrectly addressed.

Mr T asked us to look into what had happened and one of our investigators concluded the following:

- She was satisfied Santander hadn't made a mistake in not fulfilling the DSAR as the available evidence suggested it still needed acceptable identification.
- In addition to the £100 already paid, she could see Santander had intended to offer £50 on 27 October because of some communication problems. It had also offered a further £100 in a response to us dated 14 November 2023 to resolve the complaint. Overall, she thought £250 was fair and reasonable for the shortcomings in the service. But there was no error with the DSAR itself for the reasons given.

Mr T didn't agree. He felt the compensation was derisory. He said the offer of £100 was in relation to Santander not responding to him. This was separate to some of the issues he'd raised and the bank has been sending his letters to a third party.

The investigator noted the letters but said these were only holding letters and asked about the relevance. Mr T said it showed a deficiency in the investigation.

What I've provisionally 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's Santander's position that it couldn't fulfil the DSAR because there was a discrepancy in Mr T's signature on the DSAR form to how the account application was signed back in 2016. It's this that instigated the request for some further identification to validate the information. Having looked at the signatures, I don't

think Santander was unreasonable to request some further identification from Mr T at this point, as there is some difference. I'm also aware that a signature can over time vary.

The bank requested a copy of either the passport or driving licence.

Mr T provided a copy of his licence, but Santander wasn't satisfied with this. It has said the first name on the licence wasn't the same first name on the account. There was again some variation, which I can see. However, the name on the account is part of the first name on the driving licence. In the circumstances, I would have expected the bank to contact Mr T to see what other information he could provide because all the other personal details matched, such as, the last name, date of birth, address and how the licence had been signed with the name appearing on the account.

On this point, Santander's letters between August and November suggest it had been trying to contact Mr T but these attempts were unsuccessful. If this was by phone, then I can understand why because the bank still had his old telephone number – one from when he first opened his account. But Mr T had also provided a new contact number on his DSAR form and says he also gave this to the complaints department multiple times. Given that Santander didn't update the phone number, calling Mr T on the old number was never going to help move the DSAR further forwards and so I can understand how this has unnecessarily prolonged matters.

As part of my review, I've been trying to find a way to resolve this issue here. I've seen what identification was taken when Mr T opened his account and I could see he provided his national insurance number. This was provided on a letter from the DWP and noted by the bank at the time on the 'customer identification record' screen by the sanctioning member of staff.

So, I think Santander as the expert should have explored asking Mr T for his national insurance number, to see if this matched the information it had taken when the account was opened. This is something I think it could have also reasonably relayed to Mr T when writing to him about the DSAR, if it couldn't get him on the phone.

I asked Mr T for something formal with his national insurance number on and he has responded promptly with a copy of a letter from the DWP. I've enclosed a copy of the letter with this decision so that Santander can match the numbers with the account opening information it took and provided to this service.

The evidence I've seen, which includes Mr T's driving licence (details on which there's a match for the date of birth and address as well) and national insurance number, supports that he is both the individual making the DSAR and the bank's customer. In light of this I intend to direct Santander to comply with Mr T's DSAR, unless it provides me with further and substantive reasons why it should not comply.

Considering all of this, I can't understand why the DSAR issue couldn't have been resolved earlier. This would have, limited the amount of trouble and upset caused in contacting Santander and visiting the branch. In the circumstances, I think it's only right Santander should compensate Mr T for the impact. I've assessed £200 compensation as being appropriate amount for the frustration and inconvenience caused. I'm not awarding more because I haven't seen anything compelling to show the DSAR was needed for a specific reason. But for the avoidance of doubt, this is on top of the £250 (less anything already paid) that Santander had previously offered for the customer service side of things, connected to the address. I consider the amount offered for that matter is sufficient, as it recognises Mr T was put to some trouble in having to follow this up with the bank.

I'd now like the parties to review what I have said and let me have any further comments by the deadline set.

My provisional decision

My provisional decision is Santander UK Plc should pay Mr T £450, less any compensation already paid. It should let me have proof of any sums paid.

I also intend to direct Santander UK Plc to comply with Mr T's DSAR, unless it provides me with further and substantive reasons why it should not comply.

Responses

Santander responded to say that it accepted the decision and provided proof a £100 payment had already been made.

Mr T didn't accept the decision. In summary, he made the following points:

- He wanted it known that the £100 compensation Santander had offered was for its failure to respond to letters he'd sent to the CEOs office. Not for any other issue. The decision didn't accurately reflect this.
- He wanted any award I made to include punitive damages for the delay in the DSAR.
- He also wanted an unreserved apology from the bank.
- He wanted an amendment in the decision saying, he'd responded to my request "immediately" or "very promptly" rather than "promptly".

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 have come to the same outcome as set out in my provisional decision and I'll explain why.

Mr T says that there's been an inaccurate representation as to why Santander offered him £100 in August. After reviewing the letter that the bank sent there were a few customer service issues Mr T was experiencing, which also included spending time on sending letters and issues with the address used. As part of my review, I considered the contents of the letter along with a further £150 for other customer service issues fair. I made an additional award of £200 to reflect the DSAR not being progressed and the difficulties this caused. I've noted why Mr T says he needed the information as well but I haven't seen anything to support why the compensation should be more than I assessed. I understand he'd like punitive damages, but as an ombudsman, I don't make punitive awards.

I have thought about everything again following Mr T's response and made a decision on what fair compensation is overall and decided £450 is a reasonable figure for the impact involved. So, further investigation or breaking down of issues isn't needed for the purpose of reaching a final resolution.

I've thought about what Mr T has said about an apology. However, he has a copy of my decision, and the bank's acceptance of it. Taking everything into consideration, I don't think a separate apology is necessary to resolve the matter. Finally, Mr T did respond to my request for information promptly, which is without delay or immediately, so I won't be making an amendment to the original wording I used.

I use my provisional decision as part of this final decision.

This completes my consideration of the complaint.

My final decision

My final decision is Santander UK Plc should pay Mr T £450,

less any compensation already paid. When doing so, it should check if any cheques issued in relation to this matter have been cashed. I also direct it to comply with the DSAR.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 13 June 2024.

Sarita Taylor
Ombudsman