

The complaint

Mr S complains that National Westminster Bank Plc (NatWest) has mishandled requests he made for his personal data.

What happened

Ms S says that in March 2021 he made a Subject Access Request (SAR) to NatWest for the personal data it held on him. He says he did not receive a response to this request until many months later, outside the required timescale, and that when he did receive NatWest's response it did not include all the data he had requested.

Mr S raised several complaints about this with NatWest. The first complaint was raised in around July 2021, and NatWest responded to that complaint in a final response letter dated 4 August 2021. In that letter NatWest agreed that Mr S had been given poor service on a phone call with the bank, and that it had not yet sent him a call recording he had requested in March 2021. In this letter NatWest said it would pay Mr S £500 for any distress and inconvenience caused by this and also confirmed it would raise a SAR for all his personal data.

NatWest's records show that it sent Mr S the SAR on 2 September 2021. But Mr S was unhappy with what this SAR included, he did not feel it had included all the data he had asked for, and he raised those concerns with NatWest. NatWest wrote to him in November 2021 to say that it had provided all the personal data it held. At this time it appears that Mr S was promised a call back from the SAR team to try to resolve his concerns.

When that call back did not happen Mr S raised further concerns with NatWest in March 2022, and NatWest confirmed that it would arrange for the SAR team to call Mr S back as promised.

NatWest considered a further complaint about the data it had provided in August 2022, and wrote to Mr S on 4 August 2022 to explain why it had asked him certain security questions. But this was not the response Mr S was looking for, he had wanted to know what data NatWest held regarding the answers to those security questions, not why they had been asked. As Mr S felt his complaint was not being resolved by NatWest he referred his concerns to us.

At that stage NatWest considered all that had happened and agreed that it had not provided all the data Mr S had requested in his SAR, it offered to pay him £150 to recognise the impact of this. Mr S was not happy with this offer, and maintained that he still had not had all the information he felt should have been supplied under the SAR.

One of our Investigators looked into what had happened. They felt that there had been some delays in NatWest responding to the SAR, and that some data had not been included, but considered that overall NatWest's offer to pay £150 was fair. They also noted that any specific concerns about the data provided under the SAR would be better addressed by the Information Commissioners Office (ICO).

Mr S did not agree with the Investigators findings, he felt that NatWest had failed to comply with the law. So as an informal agreement could not be reached, the complaint has been passed to me 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.

There's a great deal of correspondence on this complaint and Mr S has provided detailed submissions, all of which I have considered. In this decision I will focus on issues which are - in my opinion - relevant to reaching a fair outcome to this complaint. This isn't meant as a discourtesy to Mr S. It simply reflects the informal nature of our service.

I also want to make it clear that our role as a dispute resolution service has its limitations, so I want to clarify that:

- The ICO regulates compliance with data protection laws in the UK. It has a number of powers including the power to order businesses to comply with data protection laws. Only the ICO can determine whether or not an organisation has broken data protection laws.
- This service can't act in place of the ICO, or make a finding about whether or not a business has broken data protection laws. But we can look at what's fair and reasonable in all the circumstances of a complaint.

Here, the complaint arises from the fact that Mr S says NatWest delayed replying to an SAR request, and then did not provide all the data Mr S had requested. I've carefully considered what both parties have said regarding the SAR request.

Mr S initially contacted NatWest in March 2021, I've seen records of the contact between Mr S and NatWest at that time and it seems clear that Mr S's request at that stage related only to copies of call recordings rather than to a full SAR. NatWest has agreed that it did not send the relevant call recordings when requested, and paid Mr S £500 to apologise for the inconvenience caused. In this letter NatWest confirmed that Mr S had now asked for "all the information" NatWest held on him. And it was at this point that the full SAR request was raised.

NatWest sent the SAR response to Mr S on 2 September 2021, within the required timescale, so I don't consider that there was any delay in NatWest providing this initial SAR response. But I can see that there were then some issues with NatWest responding to Mr S's further concerns about the data provided under the SAR.

Specifically, NatWest seems to have misunderstood what specific information Mr S was looking for, and did not call him back when it said it would. NatWest has agreed that it did not originally provide all the data Mr S was looking for, and has now provided some explanation as to why this happened – specifically that when collating data for an SAR it carries out reasonable searches in its systems but these searches did not find everything Mr S was looking for. NatWest says it has now provided everything it holds, including the specific information that Mr S requested.

I appreciate that Mr S disagrees that all the data has now been provided, but I'm satisfied that NatWest does seem to have now taken reasonable steps to provide everything Mr S has asked for. And as I've noted, it is not our role to decide whether NatWest has met its

obligations under the relevant legislation, or has followed the law, that it more appropriately considered by the ICO as the relevant regulator.

My role is to consider whether NatWest has treated Mr S fairly and reasonably, and I acknowledge that errors have been made here. There were issues with the comprehensiveness of the data that was sent to him, and with the overall service provided to him. But on balance I'm satisfied that £150 is reasonable compensation here.

Ultimately, while I understand Mr S may remain unhappy, the compensation that has been offered by NatWest is in line with what I would award, so I won't be asking it to do anything more.

Putting things right

NatWest should pay Mr S the £150 it has offered, if it has not already done so.

My final decision

I uphold this complaint in part, National Westminster Bank Plc should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 June 2023.

Sophie Mitchell
Ombudsman